

General Terms and Conditions Salarisjobs salarisadministrateurs B.V.

Registered office and place of business: Westplein 5 D, 3016 BM Rotterdam.

Article 1 General.

1.1 In these General Terms and Conditions, the following terms shall have the following meanings:

Client : the counterparty of Salarisjobs salarisadministrateurs B.V.

Article 2 Applicability of these terms and conditions.

- 2.1 These terms and conditions apply to all offers, quotations, advice, agreements, acts and legal acts between Salarisjobs salarisadministrateurs B.V. and its Client.
- 2.2 These terms and conditions also apply if Salarisjobs salarisadministrateurs B.V. uses third parties.
- 2.3 Any deviating conditions only apply if these have been set out in writing.
- 2.4 The Client's general terms and conditions do not apply unless Salarisjobs salarisadministrateurs B.V. has accepted these in writing.

Client

Article 3 Quotations.

- 3.1 All quotations issued by Salarisjobs salarisadministrateurs B.V. are non-binding and are valid for no more than 90 days, unless stated otherwise.
- 3.2 Salarisjobs salarisadministrateurs B.V. is not obliged to honour its quotations containing obvious mistakes or clerical errors should the Client have reasonably been expected to have noticed these
- 3.3 The prices exclude VAT and also exclude any costs to be incurred within the framework of the agreement, including travel and accommodation expenses.
- 3.4 Quotations do not automatically apply to future and/or repeat business.
- 3.5 The agreement is only valid if this is set out and/or confirmed in writing or by email.

Article 4 Selection and performance of the agreement.

- 4.1. Salarisjobs salarisadministrateurs B.V. shall inform the Client about the qualification held by an agency worker to be placed with the Client.
- 4.2. To fulfil its obligations under the agreement (basic agreement and sub contractual agreement), Salarisjobs salarisadministrateurs B.V. shall make every effort to ensure that qualified candidates are placed with the Client in order to perform the work agreed and defined in the subcontractual agreement. The expertise and reliability of the agency worker to be placed with the Client, can be assessed by the Client.
- 4.3. The candidates shall perform the work defined in the sub contractual agreement at the location(s) stated in the sub contractual agreement and for the period of time specified in that agreement. Changes can only be made to the nature of the sub contractual agreement following the prior, written consent of Salarisjobs salarisadministrateurs B.V..
- 4.4. The Client shall provide Salarisjobs salarisadministrateurs B.V. with information concerning the position, working hours, the working week, the work, workplace and working conditions that relate to the agency worker, plus the planned dura-

tion of the contract. Salarisjobs salarisadministrateurs B.V. will match the information provided by the Client to the qualities, capacities and availability of the agency workers being considered for placement. On that basis, to the best of its ability Salarisjobs salarisadministrateurs B.V. will determine which agency worker will be placed with the Client in respect of the contract. Within the specified framework, Salarisjobs salarisadministrateurs B.V. is at liberty to choose the agency worker who will be placed with the client.

- 4.5. The Client shall ensure that the information requested or required by Salarisjobs salarisadministrateurs B.V. is provided on time and that the information is complete and correct. In the event of damage as a result of Salarisjobs salarisadministrateurs B.V. using incorrect and/or incomplete information provided by the Client, Salarisjobs salarisadministrateurs B.V. is not liable for this damage, even if Salarisjobs salarisadministrateurs B.V. was aware or should have been aware of this inaccuracy or incompleteness.
- 4.6. If the Client has not complied adequately with (parts of) this article, Salarisjobs salarisadministrateurs B.V. is entitled to suspend performance of the agreement and/or to charge the Client for additional costs which arise as a result of this.
- 4.7. Salarisjobs salarisadministrateurs B.V. accepts no liability if the agency worker does not meet the expectations or in respect of the way in which the agency worker performs his/her work on behalf of the Client.

Article 5 Safety.

- 5.1 The Client is obliged to set up and to maintain the area in which, or the tools/equipment with which, the agency worker shall perform his/her work and also to take the necessary measures required to perform the work and to provide instructions that may reasonably be required in such a way that this prevent the agency worker from sustaining a loss or suffering an injury when carrying out his/her work. If the nature of the work and/or the conditions under which this work is performed require this, the Client shall provide the agency worker with personal and appropriate safety protection equipment.
- 5.2 Prior to commencement of the work, the Client shall provide both Salarisjobs salarisadministrateurs B.V. and the agency worker with information about the professional qualification(s) required by the agency worker, as well as the specific characteristics of the workplace.
- 5.3 Should the agency worker suffer from an occupational disease or experience an industrial accident, the Client shall ensure that a report is immediately produced regarding that occupational disease or industrial accident, in which the facts/circumstances relating to the accident are recorded in such a way that it can be concluded from that information, with a reasonable degree of certainty, whether and the extent to which the accident resulted from the fact that insufficient precautionary measures were taken.
- 5.4 The Client is liable vis-a-vis Salarisjobs salarisadministrateurs B.V. for any damage suffered by the agency worker when performing his/her work and, accordingly, for compensation as a result of this damage.
- 5.5 If whilst performing his/her work the agency worker sustains an injury that results in death, in accordance with article 6:108 of the Civil Code, in respect of the persons referred to in that article and in respect of Salarisjobs salarisadministrateurs B.V., the Client is obliged to pay compensation for any damage to the relevant persons.
- 5.6 The Client shall indemnify Salarisjobs salarisadministrateurs B.V. at all times against claims made against Salarisjobs salarisadministrateurs B.V. on account of non-fulfilment of the obligations defined in paragraph 1 of this article by the Client and grants Salarisjobs salarisadministrateurs B.V. the power to assign its

claims in respect of the party/parties having a direct interest, or to enforce the claims on behalf Salarisjobs salarisadministrateurs B.V. against the Client.

- 5.7 The Client is obliged to ensure that adequate liability insurance is in place providing full cover for all direct and indirect damage referred to in this article.
- 5.8 Salarisjobs salarisadministrateurs B.V. presumes that the Client has a Risk Inventory and Evaluation (RI&E) relating to the specific characteristics of the job to be performed by the agency worker and that this is available to the agency worker and Salarisjobs salarisadministrateurs B.V..

Article 6 Working hours and overtime.

- 6.1. The working hours and overtime are determined solely by the agreements made between Salarisjobs salarisadministrateurs B.V. and the Client in this respect.
- 6.2. The agency worker's working times, number of working hours and breaks are the same as the usual times and hours at the Client, unless agreed otherwise when the contract is entered into. The agency worker's working times, number of working hours and breaks shall not exceed nor be less than is allowed by law at the Client.
- 6.3. Overtime is considered to have been worked if work is performed which exceeds the usual daily or weekly working hours in the relevant sector or the number of hours determined by arrangement or by the rota.

Article 7 Good business practices.

- 7.1. Without the consent of Salarisjobs salarisadministrateurs B.V., the Client is not permitted to, in turn, second the agency worker to a third party; in other words, to place the agency worker with a third party to perform work on behalf of or under the supervision or management of this third party. Also understood to be meant by secondment to a third party is the secondment of the agency worker to an entity or legal entity with which the Client is affiliated as part of a group, as referred to in article 7:691 paragraph 6 of the Dutch Civil Code.
- 7.2. The Client may only deploy the agency worker contrary to the provisions agreed when the contract was entered into and to terms and conditions, if Salarisjobs salarisadministrateurs B.V. and the agency worker have agreed to that beforehand in writing. Conditions can be attached to that agreement.
- 7.3. The deployment of the agency worker abroad is only possible for a defined period of time and if this had already been agreed in writing when the contract was entered into and if the agency worker has agreed to that in writing.

Article 8 Confidentiality and Intellectual property.

- 8.1. All documents provided by Salarisjobs salarisadministrateurs B.V., such as reports, advice, designs, software, etc., are only intended for use by the Client within the framework of the performance of the agreement and these may not be duplicated, published or disclosed to third parties by the Client without the prior written consent of Salarisjobs salarisadministrateurs B.V..
- 8.2. Salarisjobs salarisadministrateurs B.V. also reserves the right to use the knowledge acquired by performing the work for other purposes, insofar as when using this knowledge, no confidential information is disclosed to third parties.
- 8.3. Salarisjobs salarisadministrateurs B.V. holds all intellectual properties rights relating to products that it uses or has used and/or develops and/or has developed within the framework of the performance of the agreement and with regard to which it holds or can exercise the copyrights or other intellectual property rights.

The Client acknowledges these rights and shall refrain from any infringement thereof. The Client transfers these intellectual property rights to Salarisjobs salarisadministrateurs B.V. and shall fully support, and cooperate with, Salarisjobs salarisadministrateurs B.V. in order to acquire and use these rights as well as - on behalf of Salarisjobs salarisadministrateurs B.V. - shall fulfil all formalities that are required in order to be able to register such rights. If Salarisjobs salarisadministrateurs B.V. asks for the property referred to in this article to be returned, the Client is obliged to immediately comply with this request.

Article 9 Change of position and remuneration.

- 9.1. The agreed fee is set out in the sub contractual agreement.
- 9.2. The fee is a fixed fee if the term of the sub contractual agreement is less than six months. Sub contractual agreements of six or more months are indexed annually on the 1st of January using the consumer price index figure of Statistics Netherlands.
- 9.3. Salarisjobs salarisadministrateurs B.V. is entitled to increase the fee referred to in this paragraph if and insofar as the wage costs of the agency worker are increased as a result of a change to statutory provisions or as a result of an official measure or binding regulation or insofar as a different agreement is made with the Client.
- 9.4. Each year on the 1st of January, the fees are increased on account of a wage increase of employees, respectively a rate increase in the event of a contracted self-employed person, to cover a rise in inflation and length of service. The Client shall be informed of this rate increase in advance and in writing, but in any case before the 1st of December.
- 9.5. Should the role of the agency worker change during a contract, in the sense that this role involves work that is classed to be at a lower level, the hourly rate and the fee will remain as is.

Article 10 Payments.

- 10.1. The Client is obliged to pay the invoices within thirty (30) days of the date of the invoice, in Euros and without any deduction, withholding or set-off. Once this payment term has expired, the Client shall be in default by operation of law; from the time of default, the statutory commercial interest is owed on the amount due. From the time at which the default commences, the Client also owes the extrajudicial collection costs that Salarisjobs salarisadministrateurs B.V. has had to incur in order to collect the debt. These are calculated in accordance with the Netherlands Extrajudicial Collection Costs Decree (Besluit vergoeding voor buitengerechtelijke incassokosten) under article 6:96 paragraph 5 of the Dutch Civil Code. A minimum amount of € 250.00 shall apply.
- 10.2. Any complaints regarding the invoice have to be submitted in writing within 8 days of the date of the invoice to Salarisjobs salarisadministrateurs B.V..
- 10.3. Only payments made to Salarisjobs salarisadministrateurs B.V. itself, or to a legal entity authorised by Salarisjobs salarisadministrateurs B.V. to collect the amounts referred to in paragraph 1 of this article on its behalf, shall lead to discharge. Payments to the agency worker or the payment of advances to the agency worker are not permitted.
If, in the opinion of Salarisjobs salarisadministrateurs B.V., the Client's financial position and/or the payment history give rise to this, Salarisjobs salarisadministrateurs B.V. is entitled to ask the Client to immediately furnish (additional) security in a form to be stipulated by Salarisjobs salarisadministrateurs B.V. and/or to pay an advance. If the Client neglects to furnish the required security, Salarisjobs

salarisadministrateurs B.V. is entitled, without prejudice to its other rights, to immediately suspend further performance of the contract and anything owed by the Client to Salarisjobs salarisadministrateurs B.V. for whatever reason is immediately payable. If through suspension of the agreement Salarisjobs salarisadministrateurs B.V. suffers damage and/or as a result of this has incurred additional costs, this/these shall be borne by the Client. Salarisjobs salarisadministrateurs B.V. is not liable for damage suffered by the Client as a result of the suspension.

Article 11 Liability.

- 11.1. The liability of Salarisjobs salarisadministrateurs B.V. in, in all cases, limited to the amount that is paid by the insurer of Salarisjobs salarisadministrateurs B.V. for the claim. In addition to that, the liability of Salarisjobs salarisadministrateurs B.V. is limited to the invoice value relating to the provision of the relevant service. At all times, the liability of Salarisjobs salarisadministrateurs B.V. is limited to a maximum of € 1,000,000.00.
- 11.2. Under no circumstance is Salarisjobs salarisadministrateurs B.V. liable for any damage as a result of incorrect selection of an agency worker. Under no circumstance is Salarisjobs salarisadministrateurs B.V. liable for consequential damage, or indirect damage.
- 11.3. Any damage shall only be eligible for reimbursement if this is reported to Salarisjobs salarisadministrateurs B.V. in writing within fourteen (14) calendar days of that damage being discovered. Any claims relating to damage that is eligible for reimbursement have to have been submitted within two (2) weeks of that damage being discovered.
- 11.4. If a claim is made against Salarisjobs salarisadministrateurs B.V. for damages suffered by a third party, including the Client's staff or a third party whose services are engaged by the Client, which relates to the services performed by Salarisjobs salarisadministrateurs B.V., the Client is obliged to indemnify Salarisjobs salarisadministrateurs B.V. against these claims. If in this respect Salarisjobs salarisadministrateurs B.V. is held liable by third parties, the Client is obliged to assist Salarisjobs salarisadministrateurs B.V. both in and out of court and to immediately do everything that can be expected from the Client in that case.
- 11.5. Should the Client continue to fail to take appropriate measures, without notice of default being required, Salarisjobs salarisadministrateurs B.V. is entitled to take these measures itself. All costs and damages that arise as a result of the foregoing for Salarisjobs salarisadministrateurs B.V. and third parties shall be at the Client's account and risk.
- 11.6. In respect of all damage, including but not limited to consequential damage and indirect damage, which the Client has suffered, suffers or shall suffer when applying or using the result of the work of Salarisjobs salarisadministrateurs B.V., Salarisjobs salarisadministrateurs B.V. and third parties used or whose services were engaged during the performance of the contract are in no event liable.
- 11.7. The Client indemnifies Salarisjobs salarisadministrateurs B.V. and any natural persons or legal persons used or whose services were engaged by Salarisjobs salarisadministrateurs B.V. for the performance of the contract, for all third-party claims by virtue of damages suffered by these third parties, relating to the application or the use of results of the work performed by the client, or by another party who has acquired these results directly or indirectly from the Client.
- 11.8. The Client is liable for all damage which Salarisjobs salarisadministrateurs B.V. and natural persons or legal persons used or whose services are engaged by Salarisjobs salarisadministrateurs B.V. when performing the contract, have suffered, suffer or shall suffer, during the time spent at the Client's premises, or third-party premises, in connection with the contract.

- 11.9. Under no circumstance is Salarisjobs salarisadministrateurs B.V. liable for damage that is the result of incorrect information provided by the Client to Salarisjobs salarisadministrateurs B.V. that is used or communicated during the performance of the contract with the Client.
- 11.10. The Client indemnifies Salarisjobs salarisadministrateurs B.V. for third-party claims on account of damage that is caused because the Client has given Salarisjobs salarisadministrateurs B.V. incorrect or incomplete information, unless the Client can prove that the damage is not related to attributable acts or omissions attributable to it, or that is caused by intentional act or equivalent gross negligence of Salarisjobs salarisadministrateurs B.V..
- 11.11. In respect of damage, a change in the work or additional work resulting from incorrect or incomplete information being given to Salarisjobs salarisadministrateurs B.V., the Client is fully liable. In this respect, the Client indemnifies Salarisjobs salarisadministrateurs B.V. in full.
In any case, Salarisjobs salarisadministrateurs B.V. is not guilty of misconduct vis-a-vis the Client and is not liable to pay any compensation for damages if Salarisjobs salarisadministrateurs B.V., for whatever reason, can no longer provide an agency worker, or is unable to provide this agency worker in accordance with the contract.

Article 12 Cancellation and dissolution.

- 12.1 The Client and Salarisjobs salarisadministrateurs B.V. can cancel the agreement (early) at all times by registered letter, with due observance of a reasonable period of notice.
- 12.2 If the Client cancels the agreement (early), Salarisjobs salarisadministrateurs B.V. is entitled to reimbursement of the loss of capacity that it has sustained (provided this can be proven) as well as additional costs that Salarisjobs salarisadministrateurs B.V. had to incur, within reason, as a result of the early termination of the agreement (such as costs incurred as a result of subcontracting) unless the termination is based on facts and circumstances that may be attributed to Salarisjobs salarisadministrateurs B.V..
- 12.3 If the agreement is terminated (early) by Salarisjobs salarisadministrateurs B.V., the Client has the right to receive assistance from Salarisjobs salarisadministrateurs B.V. in the transfer of work to third parties, unless the termination is based on facts and circumstances that may be attributed to the Client.
- 12.4 In all cases of (early) termination, Salarisjobs salarisadministrateurs B.V. shall retain its claim to payment of the invoices for the work that it has performed up until that time and (under reservation) the Client shall be provided with the provisional results of the work performed up until that time. Insofar that the transfer of the work shall result in additional costs for Salarisjobs salarisadministrateurs B.V., these shall be charged to the Client.
- 12.5 Salarisjobs salarisadministrateurs B.V. is entitled to dissolve the agreement if:
- the Client is at a risk of bankruptcy or has gone bankrupt;
 - the Client's affairs are being administered by the court;
 - the Client ceases its business activities in full or in part or intends to cease its business activities;
 - an attachment is issued against the Client's goods or if the Client otherwise loses the free disposal of its goods;
 - circumstances arise that are of such a nature that it is not possible to fulfil the agreement or if fulfilment of the agreement cannot reasonably be expected from Salarisjobs salarisadministrateurs B.V.;
 - for a period of at least two (2) months, there is a situation of force majeure.

If the agreement is dissolved, all claims of Salarisjobs salarisadministrateurs B.V. against the Client are immediately payable.

- 12.6 Should the agreement be terminated, each of the parties must immediately provide the other party with all items, goods and documents that each party has in its possession which belong to the other party.

Article 13 Force majeure.

- 13.1 Failure in the performance of the agreement on the part of Salarisjobs salarisadministrateurs B.V. cannot be imputed to Salarisjobs salarisadministrateurs B.V. if the latter cannot be blamed for such a failure or if such a failure is not for its account under the law, the agreement or according to common opinion and do not entitle the Client to dissolve the agreement or to compensation.
- 13.2 In any case the following is understood to be meant by force majeure: telecommunication malfunctions / malfunctions in respect of electronic messaging / Internet malfunctions, the unexpected loss of third parties, business interruption, technical defects, a shortage of raw materials, transport-related problems, strike, the consequences of natural disasters, seasonal influences, exclusion, actions arising from mobilisation, etc., which includes if these difficulties occur at third parties that, through Salarisjobs salarisadministrateurs B.V., are involved with the performance of the agreement.
- 13.3 In the event of force majeure, Immenums' obligations shall be suspended. In such cases, the Client does not have the right to dissolve the agreement, nor the right to subsequently refuse the provision of Salarisjobs salarisadministrateurs B.V.s' services, nor the right to suspend its (payment) obligations vis-a-vis Salarisjobs salarisadministrateurs B.V..
- 13.4 If when the force majeure occurs Salarisjobs salarisadministrateurs B.V. has already partially fulfilled its obligations, or is only able to partially fulfil its obligations, Salarisjobs salarisadministrateurs B.V. is entitled to invoice for the service that has already been provided or that shall be provided separately and the Client must pay this invoice as if this relates to a separate agreement. However, this does not apply if the part of the service that has already been provided or that shall be provided has no independent economic value.

Article 14 Transfer of the agreement

- 14.1 The Client is not allowed to transfer (any obligation from) the agreement to third parties, unless Salarisjobs salarisadministrateurs B.V. explicitly agrees to this in writing Salarisjobs salarisadministrateurs B.V. is entitled to attach conditions to this consent. In such a case, the Client undertakes in any case to impose on the third party all relevant (payment) obligations from the agreement in these General Terms and Conditions. As well as this third party, the Client remains at all times liable for the obligations under the agreement and the General Terms and Conditions, unless the parties explicitly agree otherwise.
- 14.2 In the event of transfer of the agreement, the Client shall indemnify Salarisjobs salarisadministrateurs B.V. in respect of all third-party claims that may arise as a result of incomplete, late or incorrect fulfilment of any obligation by the Client under the agreement and/or these General Terms and Conditions.

Article 15 Independence.

- 15.1 Salarisjobs salarisadministrateurs B.V. undertakes to comply with the relevant independence regulations of national and international regulators. To enable Salarisjobs salarisadministrateurs B.V. to adhere to the relevant independence regulations, the Client is obliged to provide Salarisjobs salarisadministrateurs B.V. with correct and complete information in a timely manner regarding the legal structure and the control structures of the client or the group to which the client belongs, with information regarding all of the Client's financial and general interests and stakes, as well as all other (financial) partnerships concerning its company or organisation, in the broadest sense.

Article 16 Limitation period

- 16.1 Insofar as the agreement does not provide otherwise, the client's right of action and other powers vis-a-vis Salarisjobs salarisadministrateurs B.V., on any ground whatsoever, will lapse in any event one year after the time at which the client became aware or reasonably could have become aware of the existence of such rights and powers.

Article 17 Waiver of rights.

- 17.1 The rights and powers of Salarisjobs salarisadministrateurs B.V. under these General Terms and Conditions shall not be affected or limited by the failure of Salarisjobs salarisadministrateurs B.V. to directly enforce any rights or powers. Waiving the right of any provision or condition in the agreement will only apply if this is done in writing.

Article 18 Applicable law/competent court.

- 18.1 All agreements between the Client and Salarisjobs salarisadministrateurs B.V. are governed exclusively by the law of the Netherlands. Any disputes that arise shall be submitted exclusively by the Parties to the competent court in the district of Rotterdam. Salarisjobs salarisadministrateurs B.V. is also permitted to submit disputes to the competent court in the district of the Client's place of business.

Article 19 Final provisions.

- 24.1 In the event that these General Terms and Conditions and the confirmation of contract contain conflicting terms and conditions, the terms and conditions set out in the confirmation of contract apply.
- 24.2 If it is found at a later stage that any provision from these terms and conditions is ineffective, this provision shall be replaced by a provision that, as far as possible, is in line with the original provision and the other provisions shall continue to apply in full.
- 24.3 Without prior notification, Salarisjobs salarisadministrateurs B.V. is entitled to amend these General Terms and Conditions. In that case, the Client is entitled to cancel contracts that have already been awarded, insofar as these have not been performed or performed in part, within fourteen (14) days of this amendment.
- 24.2 The most recent version of these General Terms and Conditions, filed with the Chamber of Commerce under number 24390301 and which can be found on the website of Salarisjobs salarisadministrateurs B.V. ([www.Salarisjobs salarisadministrateurs B.V..nl](http://www.Salarisjobs_salarisadministrateurs_B.V..nl)), shall apply.

