

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF FLEX WORKERS

Article 1: Scope

1. These General Terms and Conditions apply to all assignments and other agreements, including offers, proposals, quotations and price quotations as well as all other legal acts aimed at establishing them, between the Temporary Employment Agencies of Carrière Personeelsdiensten B.V., Carrière Detachering B.V., established in the Netherlands, and the companies affiliated with them, established in Rotterdam, and the Client insofar as this relates to the provision of flex workers to the Clients.
2. With effect from 1 January 2026, these general terms and conditions replace all previous versions of the general terms and conditions of Carrière Personeelsdiensten B.V., Carrière Detachering B.V. and companies affiliated with them.
3. As from that date, these general terms and conditions also apply to all existing and current agreements, including framework agreements, unless otherwise expressly agreed in writing.
4. Insofar as assignments are issued after 1 January 2026 under an agreement concluded before that date, these general terms and conditions also apply to those assignments.
5. Any purchase or other terms and conditions of the Client shall not apply and are hereby expressly rejected.
6. Agreements deviating from these general terms and conditions only apply if agreed in writing between the parties and then apply exclusively to that Assignment.

Article 2: Definitions

In these general terms and conditions, the following definitions apply:

1. Temporary Employment Agency: the Temporary Employment Agency of Carrière Personeelsdiensten B.V. and/or Carrière Detachering B.V., established in the Netherlands, and/or the companies affiliated with them that

make flex workers available to Clients on the basis of an agreement.

2. Flex worker: any natural person who has entered into a temporary employment contract as referred to in Article 7:690 of the Dutch Civil Code with the Temporary Employment Agency, in order to perform work for a third party under the direction and supervision of that third party, also referred to as a temporary worker.
3. Client: any natural or legal person who has a flex worker perform work under their management and supervision within the framework of an Assignment, as referred to in paragraph 4 of this article.
4. Assignment: the agreement between a Client and the Temporary Employment Agency on the basis of which a single flex worker, as referred to in paragraph 2 of this article, is provided by the Temporary Employment Agency to the Client to perform work under the Client's management and supervision, in return for payment of the Client Fee.
5. Provision: the employment of a flex worker within the framework of an Assignment.
6. Temporary Employment Clause: the written provision in the employment contract between the Temporary Employment Agency and the flex worker and/or in the CLA, which stipulates that the employment contract ends by operation of law because the Temporary Employment Agency terminates the provision of the flex worker to the Client at the Client's request (Article 7:691(2) of the Dutch Civil Code).
7. CLA: the collective labour agreement for flex workers, concluded between the General Association of Temporary Employment Agencies (ABU) on the one hand and the relevant employee organisations on the other.
8. Client Fee: the fee owed by the Client to the Temporary Employment Agency, excluding surcharges, expense allowances and VAT. The



rate is calculated per hour, unless stated otherwise.

9. Week: The calendar week that begins on Monday at 0:00 a.m. and ends on Sunday at 23:59 a.m.

Article 3: The Assignment and the Provision

Assignment

1. The Assignment is entered into for a fixed or indefinite period.
2. The Fixed-Term Assignment is the Assignment entered into:
 - (a) or for a fixed period;
 - (b) or for a determinable period;
 - (c) or for a determinable period not exceeding a fixed period.
3. The Fixed-Term Assignment ends by operation of law due to the expiry of the agreed time or due to the occurrence of a predetermined, objectively determinable event.

End of Assignment

3. Termination of an Assignment for an indefinite period of time must be done in writing with due observance of a notice period of 1 calendar month.
4. Early termination of the Fixed-Term Assignment is not possible. If early termination has been agreed, termination is possible with a notice period of 1 calendar month unless the written agreement of the Assignment explicitly provides for a longer period. Notice of termination must be given in writing.
5. Each Assignment shall terminate immediately due to dissolution at the instant either of the parties invokes the dissolution of the Assignment because:
 - (a) the other Party is in default;
 - (b) the other Party has been liquidated;
 - (c) the other party has been declared bankrupt or has applied for a moratorium.

If the Temporary Employment Agency invokes termination or cancellation on one of these grounds, the conduct of the Client, on which the termination or cancellation is based, shall imply the Client's request to terminate the Provision. This does not lead to any liability on the part of the Temporary Employment Agency for the resulting damage suffered by the Client. As a result of the dissolution, the claims of the Temporary

Employment Agency will be immediately due and payable.

Termination of Provision

6. The end of the Assignment means the end of the Provision. Termination of the Assignment by the Client means the Client's request to the Temporary Employment Agency to terminate the current Provision(s) by the date on which the Assignment has legally ended or at which the Assignment has been legally dissolved.
7. The Provision ends by operation of law if and as soon as the Temporary Employment Agency is no longer able to make the temporary worker available, because the employment contract between the Temporary Employment Agency and the temporary worker has ended and this employment contract is not continued immediately for the benefit of the same Client.
8. The Client shall inform the Temporary Employment Agency in good time of the termination or continuation of the Assignment, in order to enable the Temporary Employment Agency to correctly and fully comply with its obligations regarding a statutory notice period.

Article 4: Replacement and availability

1. The Temporary Employment Agency is entitled at all times to replace a temporary worker provided. This does not require the consent of the Client. The Client shall only refuse to cooperate in replacement on reasonable grounds. If requested, the Client shall provide written reasons for any refusal.
2. The Temporary Employment Agency shall not be liable to the Client and is not obliged to compensate the Client for any damage or costs if, for whatever reason, the Temporary Employment Agency cannot (or can no longer) make a (replacement) flex worker available to the Client in the manner and in the extent agreed upon in the Assignment or thereafter.
3. If the flex worker is replaced by another flex worker, the hourly compensation in respect of the replacement flex worker will be redetermined on the basis stated in Article 9 and the Client Fee will be adjusted accordingly.
4. If the Client terminates or cancels or does not renew an Assignment for the hiring of a flex worker, as the result of which the flex worker is entitled to a transition payment as laid down in Law, the Client is obliged to compensate the



the Assignment, so that the Temporary Employment Agency can, if possible, make this circumstance part of the employment contract with the flex worker. If an intention to establish a business closure and/or collective mandatory days off becomes known after the Assignment is entered into, the Client must inform the Temporary Employment Agency in writing immediately after it becomes known. If the Client fails to inform the Temporary Employment Agency in writing in good time, the Client is obliged to pay the Client Fee to the Temporary Employment Agency in full for the duration of the business closure on the number of hours and overtime per period most recently applicable or customary in accordance with the Assignment and conditions.

Article 9: Position and remuneration

1. The temporary worker is entitled to *equivalent remuneration*. This means that the total employment conditions of the temporary worker must be equivalent to those of the employee in the service of the Client, working in an equal or equivalent position, in accordance with the provisions of the CLA. The Temporary Employment Agency can also opt to apply the *same terms and conditions of employment* instead of the equivalent remuneration as apply to the employee in the service of the Client who fulfils an equal or equivalent position. Prior to the commencement of the Assignment, the Client shall - in accordance with its legal obligation under Article 12a of the Dutch Allocation of Workers by Intermediaries Act (Waadi) - provide the description of the position to be performed by the temporary worker, the associated grading and all employment conditions applicable to that position.
2. The remuneration of the temporary worker is determined in accordance with the CLA (including the provisions regarding the equivalent remuneration and any additional benefits and securities) and the applicable laws and regulations, based on the job description provided by the Client.
3. If the Temporary Employment Agencies are unclear about the content or

valuation of any labour condition applicable to the Client, the Client will provide the necessary information if requested to clarify this uncertainty.

4. If, at any time, it appears that the job description and associated grading do not correspond with the job actually performed by the temporary worker, the Client shall immediately provide the Temporary Employment Agency with the correct job description and associated grading. The remuneration of the temporary worker will be reassessed on the basis of the new job description. The job description and/or grading can be adjusted during the Assignment if the temporary worker reasonably claims this adjustment by invoking legislation and regulations and/or the CLA. If the adjustment results in a higher remuneration, the Temporary Employment Agency is entitled to correct the remuneration of the temporary worker and the Client Fee accordingly. The Client owes this adjusted rate to the Temporary Employment Agency (with retroactive effect) from the time that the temporary worker is entitled to the higher remuneration under legislation and regulations and/or the CLA.
5. The Client shall inform the Temporary Employment Agency in good time, in any event immediately upon becoming aware, of any changes to the applicable employment conditions.
6. If and insofar as a remuneration is determined for the temporary worker due to non-classifiability, the Client shall inform the Temporary Employment Agency in good time and in any event immediately upon becoming aware of a change in the Client's job classification system that means that the job performed by the temporary worker can or should have been classified in the Client's job classification system. In that case, the remuneration and the Client Fee shall be adjusted in accordance with paragraph 4 of this Article.
7. All elements of the equivalent remuneration will be passed on to the Client. If and insofar as the Client provides incorrect or incomplete information within the scope of



this article, all consequences arising therefrom shall be borne by the Client. The Client indemnifies the Temporary Employment Agency in this regard.

Article 10: Good execution of management and/or supervision and good commissioning

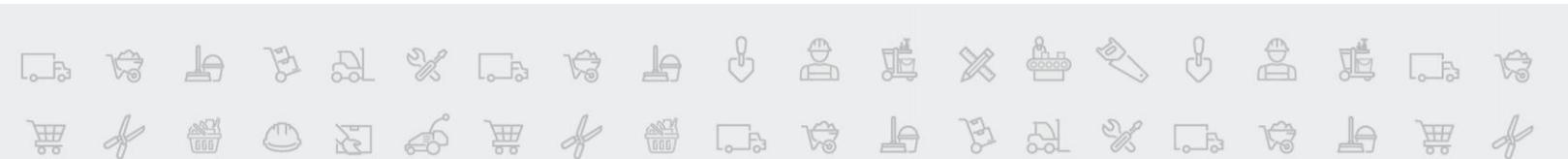
1. With regard to the flex worker, the Client shall exercise the same care in supervising and/or managing the flex worker and in relation to the performance of the work as it is required to exercise in relation to its own employees.
2. Subject to the written permission of the Temporary Employment Agency, the Client is not permitted in turn to sub-contract the flex worker to a third party; i.e. to make them available to a third party to perform activities under the supervision and/or management of such third party. Sub-contracting is also understood to mean the provision by the Client of a flex worker to a (legal) person with whom the Client is affiliated in a group (group).
3. The Client can only employ the flex worker in deviation from the provisions of the Assignment and the terms and conditions if the Temporary Employment Agency and the flex worker have agreed to this in writing in advance. Such consent may be subject to conditions.
4. Deployment of the flex worker abroad by a Client established in the Netherlands is only possible under the strict management and/or supervision of the Client and for a fixed period, if the Temporary Employment Agency and the flex worker have agreed to this in writing in advance.
5. The Client shall compensate the flex worker for the damage he/she suffers as a result of damage or destruction to a property belonging to him/her that has been used within the scope of the work assigned to him/her.
6. The Temporary Employment Agency shall not be liable to the Client for damage or losses to the Client, third parties or to the flex worker himself/herself arising from the actions or omissions of the flex worker.
7. The Temporary Employment Agency is not liable to the Client for obligations that the flex worker has entered into with or that have arisen for him/her to the Client or third parties, whether or

not with the consent of the Client or those third parties.

8. The Client indemnifies the Temporary Employment Agency against any direct or indirect liability (including costs including the actual costs of legal assistance) of the Temporary Employment Agency as employer of the flex worker in respect of the damage, losses and obligations referred to in paragraphs 5, 6 and 7 of this Article.
9. The Client shall take out adequate insurance against liability pursuant to the provisions of this Article. At the request of the Temporary Employment Agency, the Client shall provide a valid proof (policy document) of the insurance and/or proof of payment thereof.

Article 11: Working conditions

1. The Client declares that it is aware of the fact that it is designated as an employer in the Dutch Working Conditions Act. The Client is responsible towards the flex worker and the Temporary Employment Agency for complying with the obligations arising from Section 658, Book 7 of the Dutch Civil Code, the Dutch Working Conditions Act and the related regulations in the field of safety at the workplace, health, well-being and good working conditions in general.
2. As a result, the Client shall, among other things, furnish and maintain the premises, equipment and tools in or with which it has the flex worker perform work in such a manner and take such measures and provide such instructions for the performance of the work by the flex worker as are reasonably necessary to prevent the flex worker from suffering damage in the performance of the work, in the broadest sense of the word.
3. The Client is obliged to provide the flex worker and the Temporary Employment Agency in writing in good time, at least one working day before the start of the work, about the professional qualifications required by the Client and the specific characteristics of the workplace to be taken in. The Client shall actively inform the flex worker and provide them with adequate



instructions regarding the Risk Inventory and Evaluation (RIE) used within their company.

4. If the flex worker is involved in an industrial accident or an occupational disease, the Client will, if required by law, immediately inform the competent authorities and ensure that a written report is drawn up immediately. The report shall lay down the circumstances of the accident in such a way that it can be established with reasonable certainty whether and to what extent the accident is the result of the fact that insufficient measures were taken to prevent the accident or the occupational disease. The Client shall inform the Temporary Employment Agency as soon as possible of the industrial accident or occupational disease and shall provide a copy of the report drawn up as soon as possible.
5. The Client shall compensate the flex worker and fully indemnify the Temporary Employment Agency against any damage (including additional costs, including the actual costs of legal assistance) that the flex worker suffers within the scope of the performance of their work, if and insofar as the Client and/or the Temporary Employment Agency is or are liable for this on the grounds of Section 7:658 and/or Section 7:611 and/or Section 6:162 of the Dutch Civil Code.
6. If the industrial accident leads to death, the Client is obliged to compensate the damage (including costs including the actual costs of legal assistance) in accordance with Section 6:108 of the Dutch Civil Code to the persons referred to in that article.
7. The Client shall take out adequate insurance against liability pursuant to the provisions of this Article. At the request of the Temporary Employment Agency, the Client shall provide a valid proof (policy document) of insurance and/or proof of payment thereof.

Article 12: Client's liability

1. The Client who does not or does not properly fulfil the obligations arising for it from these general terms and conditions, assignments and/or other agreements is obliged to compensate the Temporary Employment Agency for any resulting damage (including additional costs including the actual costs of legal assistance), without prior notice of default being required, and it fully

indemnifies the Temporary Employment Agency in this regard.

2. The foregoing is without prejudice to the fact that the Temporary Employment Agency may file other claims and terminate an agreement. The provisions of this article are generally applicable, both – where necessary in addition – to matters for which the obligation to pay compensation is already separately regulated in these general terms and conditions and to matters for which this is not the case.

Article 13: Client Fee

1. The Client Fee payable by the Client to the Temporary Employment Agency is calculated on the hours worked by the Temporary Worker and/or (if this number is higher) on the hours to which the Temporary Employment Agency is entitled under the general terms and conditions, assignments and/or other agreements and/or the employment conditions owed to the Temporary Employment Agency. The Client Fee is increased by the other employment conditions that the Temporary Employment Agency owes the temporary worker by virtue of the obligation to pay an equivalent salary. The Temporary Employment Agency shall at all times - but at least annually and/or at the end of the Provision - be entitled to charge in addition to the Client Fee due the amount that the Temporary Employment Agency must or has had to pay to the temporary worker in addition to their periodic pay by virtue of their claim to equivalent remuneration under the CLA. VAT shall be charged on all payments under this Article.
2. The Temporary Employment Agency is entitled to adjust the Client Fee during the term of the Assignment, if the costs of the temporary work increase:
 - as a result of an amendment to the CLA or the wages and salaries regulated in this regard or an amendment to the CLA and/or terms and conditions of employment applicable to the Client or the wages and salaries regulated in this regard;



- as a result of changes in or as a result of laws and regulations and/or their amended interpretation in case law, including changes in or as a result of social and tax laws and regulations, the CLA or any binding regulation;
 - as a result of a (periodic) wage increase and/or a (one-off) compulsory payment arising from the collective labour agreement, the collective labour agreement and/or terms of employment applicable at the Client and/or legislation and regulations;
- as a result of a court ruling.
3. If the Client does not agree to payment of the adjusted Client Fee pursuant to paragraph 2 and/or Article 9, it shall decide to terminate the Client's request for the Provision.
 4. The Temporary Employment Agency shall notify the Client of any adjustment to the Client Fee as soon as possible and confirm this to the Client in writing.
 5. If at any time it appears that the remuneration of the temporary worker has been set too low, the Temporary Employment Agency is entitled to correct this with retroactive effect and to adjust the Client Fee accordingly (also with retroactive effect) and to charge the Client. The Temporary Employment Agency is also entitled to charge the Client for any costs incurred by the Temporary Employment Agency as a result of the underpayment.
 6. If, pursuant to the collective labour agreement and/or conditions of employment applicable to the hirer, claims accrue to the temporary worker that by their nature are incidental, unpredictable or conditional and could therefore not be included in the Client Fee in advance, the Temporary Employment Agency is entitled to charge the resulting costs to the Client separately and on the basis of subsequent costing. These entitlements are in any event understood to include, but are not limited to, birth, bereavement and emergency leave, supplementary special leave, local or one-off

- bonus and bonus schemes and similar non-structural employment conditions that depend on individual or local conditions at the hirer. The Temporary Employment Agency specifies the subsequent calculation and substantiates it with the relevant wage and cost components.
7. The Client Fee is automatically indexed annually on 1 January based on the Service Price Index (DPI) published by Statistics Netherlands. The indexation is calculated by multiplying the applicable rate by the percentage difference between the most recent DPI value and the DPI value of the previous calendar year.
 8. The indexation is applied automatically. A fall in the index does not lead to a reduction in the rates.

Article 14: Special minimum payment obligation for on-call contracts.

1. If the Client withdraws a call for a flexible worker in part or in full within four calendar days before the start of work (where the first scheduled working day does not count), or the times at which the flexible worker would perform work, the full agreed Client Fee for the agreed hours of that call is owed to the temporary employment agency.
2. If the scope of the work to be performed by the flex worker and/or the working times are not clearly defined and the Client does not allow the flex worker to perform the agreed work or fewer than three (consecutive) hours per call, the Temporary Employment Agency shall owe the Client Fee per call on at least three or as many more hours as agreed.

Article 15: Entering into an employment relationship between the Client and flex worker

1. The Client is only entitled to enter into an employment relationship with a flex worker provided to it by the Temporary Employment



- Agency, if and insofar as the conditions stated in this article are met.
2. For the purposes of this Article, flex worker is also understood to mean:
 - the prospective flex worker who is registered with the Temporary Employment Agency;
 - the (prospective) flex worker proposed to the Client;
 3. For the purposes of this Article, entering into an employment relationship with a flex worker is understood to mean:
 - the Client enters into an employment contract, an agreement for the contracting of work and/or an agreement for the Assignment with the flex worker for the same or other work;
 - having the relevant flex worker provided to the Client by a third party (e.g. another Temporary Employment Agency) for the same or other work;
 - the flex worker enters into an employment relationship with a third party for the same or other work, whereby the Client and that third party are affiliated in a group or one is a subsidiary of the other.
 4. The Client shall not enter into an employment relationship with a flex worker as long as the secondment agreement between the flex worker and the Temporary Employment Agency has not legally ended.
 5. The Client shall inform the Temporary Employment Agency in good time in writing of its intention to enter into an employment relationship with the flex worker. So before he actually carries out that intention.
 6. If, in accordance with the provisions of the previous paragraphs of this Article, the Client enters into an employment relationship with a flex worker, who is provided to him/her on the basis of an Assignment for an indefinite period of time, before that flex worker – on the basis of that Assignment – actually worked 2040 hours, the Client owes the Temporary Employment Agency compensation in the amount of 25% of the last applicable Client Fee for 2040 hours minus the hours already worked by that flex worker on the basis of the Assignment.
 7. If the Client enters into an employment relationship with a flex worker, who is provided to them on the basis of a fixed-term Assignment, the Client owes compensation in the amount of 25% of the last applicable Client Fee (calculated on the agreed or usual hours and additional/overtime hours) for the remaining duration of the Assignment or – in the case of an Assignment that can be terminated in the interim – for the notice period not observed, on the understanding that the Client always owes at least the compensation referred to in paragraph 6.
 8. If, in accordance with the provisions of paragraphs 1 to 5, inclusive, the Client enters into an employment relationship with a flex worker, the Assignment between the Client and the Temporary Employment Agency shall end on the day on which that employment relationship commences.
 9. If the Client enters into an employment relationship with the flex worker within 3 months after their Provision (regardless of whether this was based on an Assignment for a fixed or indefinite period) to the Client has ended, he shall owe the compensation referred to in paragraph 6. This applies both in the event that the Client has approached the flex worker for this purpose – directly or through third parties – and if the flex worker has applied to the Client – directly or through third parties.

If a (potential) Client first came into contact with a (prospective) flex worker through the intervention of the Temporary Employment Agency, for example because he/she was proposed to him/her by the Temporary Employment Agency, and that (potential) Client enters into an employment relationship with that (prospective) flex worker within three months after the contact was established without the Provision being made, that potential Client owes a fee of 25% of the Client Fee, which would have applied to the relevant flex worker if the Provision had been made, for 2040 hours.
 10. The Client also owes this compensation if the flex worker directly or through third parties approaches and/or applies to the Client and as a result of which a direct or indirect employment relationship is entered into with the flex worker concerned. If the Temporary Employment Agency and the Client have not yet agreed on a Client Fee for the provision of the flex worker, the Client shall owe the Temporary Employment Agency, without prejudice to the right of the Temporary Employment Agency to claim full compensation for damages, an amount of €10,000.00, excluding



VAT, immediately and suddenly, without further summary or notice of default.

11. If there is a transfer of business within the meaning of Section 662 et seq. of Book 7 of the Netherlands Civil Code and/or the loss of a tender or contract, as a result of which all or part of the activities to which the Provision relates are continued by a subsequent service provider, and in which the (prospective) flex workers in that context automatically, compulsorily or actually transfer to or join the subsequent service provider (including another Temporary Employment Agency), this is regarded as entering into an employment relationship as referred to in this Section, including Provision via a third party as referred to in paragraph 3.

In that case, the Client shall continue to owe the Temporary Employment Agency the full compensation referred to in paragraphs 6, 7 and 9, even if such transfer arises from:

- mandatory labour law provisions;
- Terms of tender or contract; and/or
- obligations towards third parties or a subsequent service provider.

Article 16: Invoicing & time reporting

1. Invoicing shall take place on the basis of the time reporting method agreed with the Client and, furthermore, on the basis of the provisions of the Assignment, by agreement or these general terms and conditions. Unless otherwise agreed in writing, the time sheet shall be accounted for by means of expense claim forms approved in writing by the Client.
2. The Client and the Temporary Employment Agency agree that the time justification is done by means of a time registration system, an electronic and/or automation system or by means of overviews drawn up by or for the Client.
3. The Client shall ensure that the time records are correct and complete and is obliged to ensure or have ensured that the details of the flex worker contained therein are stated correctly and truthfully, such as: name of the flex worker, the number of hours worked, overtime, irregular hours and shift hours, the other hours for which the Client Fee is owed pursuant to the

Assignment and conditions, any supplements and any actual expenses incurred.

4. If the Client provides the time reporting, it should ensure that the Temporary Employment Agency has the time reporting, following the week worked by the flex worker. The Client is responsible for the manner in which the time reporting is provided to the Temporary Employment Agency.
5. Before the Client provides the time reporting, he/she gives the flex worker the opportunity to check the time reporting. If and insofar as the flex worker disputes the data stated in the time justification, the Temporary Employment Agency is entitled to determine the hours and costs in accordance with the statement of the flex worker, unless the Client can demonstrate that the data it has stated is correct. At the request of the Temporary Employment Agency, the Client shall provide access to the original time registration of the Client and provide a copy thereof.
6. If the time is accounted for by means of expense claim forms to be provided by the flex worker, the Client will retain a copy of the expense claim form. In the event of a difference between the expense claim form submitted by the flex worker to the Temporary Employment Agency and the copy retained by the Client, the expense claim form submitted by the flex worker to the Temporary Employment Agency shall serve as full proof for the settlement, unless the Client provides proof to the contrary.

Article 17: Payment

1. The Client is at all times obliged to pay every invoice of the Temporary Employment Agency within 14 calendar days of the invoice date. If an invoice has not been paid within this period, the Client shall be in default by operation of law from the first day after the payment period has expired, without notice of default, and shall owe interest of 1% per calendar month on the outstanding amount, with a part of a month being counted as a full month. The Temporary Employment Agency's print-out or copy of the invoice sent by the Temporary Employment Agency to the Client serves as full proof of the indebtedness of the interest and the day on which the interest calculation begins.
2. If the Client disputes all or part of the invoice, it must notify the Temporary Employment Agency



question, plus the Temporary Employment Agency's own risk under that insurance.

3. The Temporary Employment Agency is not liable for indirect damage, including but not limited to consequential damage, lost profits, lost savings, reduced goodwill, loss or damage of data, or damage due to business stagnation.

This exclusion applies regardless of the legal basis on which a claim is based.

The exclusion does not affect the fact that the Temporary Employment Agency can be liable for direct damage that is the direct and immediate consequence of an attributable shortcoming, on the understanding that this liability is always limited in accordance with the maximum amounts included in this article under paragraph 2.

Article 19: Intellectual and industrial property

1. At the request of the Client, the Temporary Employment Agency shall have the flex worker sign a written declaration in order to achieve or promote - to the extent necessary and possible - that all intellectual and industrial property rights to the results of the work of the flex worker accrue or (shall) be transferred to the Client. If, in connection with this, the Temporary Work Agency owes compensation to the flex worker or must otherwise incur costs, the Client shall owe the Temporary Work Agency equal compensation or equal costs.
2. The Client is free to enter into an agreement directly with the flex worker or to submit a declaration for signature with regard to the intellectual and industrial property rights referred to in paragraph 1. The Client shall inform the Temporary Employment Agency of its intention to do so and shall provide the Temporary Employment Agency with a copy of the relevant agreement/declaration.
3. The Temporary Employment Agency is not liable to the Client for a fine or penalty payment incurred by the flex worker or any damage suffered by the Client as a result of the flex worker invoking any right of intellectual and/or industrial property.

Article 20: Confidentiality

1. The Temporary Employment Agency and the Client shall not disclose to third parties any confidential information of or about the other party, its activities and relations that has come to

their knowledge as a result of the Assignment, unless – and then to the extent that – provision of such information is necessary to be able to properly perform the Assignment or is subject to a legal obligation to disclose it.

2. At the request of the Client, the Temporary Employment Agency shall oblige the flex worker to observe confidentiality with regard to everything that becomes known or apparent to him/her during the performance of the work, unless the flex worker has a legal or judicial obligation to disclose.
3. The Client is free to directly oblige the flex worker to observe confidentiality. The Client shall inform the Temporary Employment Agency in writing of its intention to do so and shall provide the Temporary Employment Agency with a copy of the relevant declaration/agreement. The Temporary Employment Agency is not liable for a fine, penalty payment or any damage suffered by the Client as a result of the flex worker's breach of this confidentiality obligation.

Article 21: Special obligations regarding identity and processing of personal data

1. The Client to whom the Temporary Employment Agency makes a temporary worker available verifies and establishes the identity of the temporary worker in accordance with the applicable laws and regulations, including, but not limited to, the Dutch Alien Labour Act (Wav), the Dutch Wage Tax Act and the Dutch Compulsory Identification Act (WID). The Client shall also fulfill the administrative and storage obligations incumbent on it.
2. With regard to foreigners, the Client expressly declares that it is familiar with the Dutch Foreign Nationals Employment Act (Wav), including that the Client must receive from the foreigner a copy of the document referred to in Article 1 (1) to (3) of the Act on the Obligation to Identify. The Client is responsible for carefully checking this document, on the basis of which it establishes the identity of the alien and includes a copy of the document in its records. The Temporary Employment Agency is not responsible or liable for any fine imposed on the Client within the scope of the Dutch Foreign Nationals Employment Act (Wav). The Client indemnifies the Temporary Employment Agency in this regard.



3. The Client expressly declares that it is familiar with the applicable laws and regulations regarding the processing of personal data. The Temporary Employment Agency and the Client shall enable each other to comply with the aforementioned legislation. In any event, the Client shall only use the personal data obtained through the Temporary Employment Agency for the purpose for which they were obtained, shall not retain them for any longer than permitted by law and regulations and shall ensure that this personal data is adequately protected.

Article 22: Prevention of unlawful discrimination against flex worker

1. In order to avoid making unauthorised distinctions, in particular by religion, belief, political affiliation, sex, race, nationality, heterosexual or homosexual orientation, marital status, disability, chronic illness, age or any other grounds, non-job-relevant requirements cannot be imposed by the Client or taken into account by the Temporary Employment Agency when providing information on the work to be assigned.
2. The Client and the Temporary Employment Agency shall only impose requirements relevant to the position or have them weighed in the granting or performance of the Assignment, and in the selection and treatment of flex workers.
3. The Client shall indemnify the Temporary Employment Agency against the possible consequences of an unauthorised distinction made by it.
4. The Client is familiar with the Dutch Whistleblowing Act and guarantees that the flex worker will have access to the Dutch Whistleblowing Act in the same way as their own staff if the Client knows or applies to such a regulation.
5. If the Client has a complaints procedure with regard to the treatment of employees, it shall guarantee that the flex worker has access to this complaints procedure in the same way as their own personnel. These are only complaints that do not concern the employer of the Temporary Employment Agency. All of this, to the extent that there are no other legal obligations.

Article 23: Employee participation

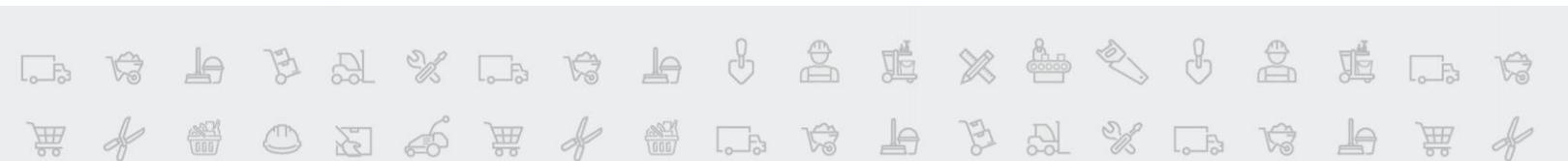
1. The Client is obliged to give the flex worker who is a member of the works council of the Temporary Employment Agency or of the works council of the Client the opportunity to exercise these participation rights in accordance with laws and regulations.

2. The Client declares that it is familiar with its information obligations pursuant to the Law under the Dutch Works Councils Act (hereinafter: WOR) concerning the (expected) deployment of flexible workers in its company. If and insofar as the Client wishes to rely on data provided or to be provided by the Temporary Employment Agency in the fulfilment of these information obligations, such provision of data shall not go beyond what is required by the WOR.

3. If the flex worker exercises employee participation in the Client's company, the Client shall also owe the Client rate for the hours during which the flex worker performs work or follows training in connection with the exercise of employee participation during working hours.

Article 24 Obligations in relation to the Dutch Allocation of Workers by Intermediaries Act

1. The Client expressly declares that it is familiar with the Dutch Allocation of Workers by Intermediaries Act and ensures that temporary workers have equal access to the company facilities or services in its company, in particular canteens, childcare facilities and transport facilities, as employees working in the service of its company in equal or equivalent positions, unless the difference in treatment is justified for objective reasons.
2. The Client expressly declares that it is familiar with Article 8c of the Dutch Allocation of Workers by Intermediaries Act and ensures that vacancies within its company are brought to the attention of the flex worker in a timely and clear manner, so that the latter has the same opportunities for an open-ended employment contract as the employees of that company.
3. The Client expressly declares that it is familiar with Article 10 of the Dutch Allocation of Workers by Intermediaries Act. The Temporary Employment Agency is not permitted to make employees available to the Client or in the part of the Client's company where there is a strike, lock-out or



company occupation. The Client shall inform the Temporary Employment Agency in a timely and complete manner of the intention, commencement, continuation or termination of collective actions organised or not organised by trade unions, including but not limited to strikes, lockouts or sit-ins. In the performance of its supervision and management of the temporary worker, the Client will expressly not issue any assignments to the flex worker, as a result of which Article 10 of the Dutch Allocation of Workers by Intermediaries Act will be violated. This includes, but is not limited to, having flexible workers carry out work that is normally carried out by employees who participate in the collective actions at that time.

4. The Client expressly declares that it is familiar with Article 11 of the Dutch Allocation of Workers by Intermediaries Act, pursuant to which the Client must provide the Temporary Employment Agency and/or the flex worker all information about the required professional qualification and in this regard the Dutch Working Conditions Act (including a risk inventory and evaluation) before the Provision commences.
5. Furthermore, the Client declares that it is familiar with Article 12a of the Dutch Allocation of Workers by Intermediaries Act. On this basis, the Client shall provide the Temporary Employment Agency with timely and complete written or electronic information on the employment terms and conditions before the start of the Provision and thereafter when necessary.

Article 25 Other

1. If one or more provisions of these general terms and conditions are null and void or are nullified, the Assignment and the general terms and conditions will remain in force for the rest. Provisions that are not legally valid or cannot be applied by law will be replaced by provisions that correspond as closely as possible to the purport of the provisions to be replaced.
2. The Temporary Employment Agency, being the user of these general terms and conditions, is entitled to unilaterally amend

and/or supplement these general terms and conditions.

3. General terms and conditions amended by the Temporary Employment Agency apply to all existing and future agreements between the Temporary Employment Agency and the Client, with effect from the date set by the Temporary Employment Agency.
4. The Temporary Employment Agency shall inform the Client in writing or electronically of a change to the general terms and conditions and make the changed terms and conditions available in a manner accessible to the Client.
5. By continuing the agreement, continuing to purchase services from the Temporary Employment Agency and/or failing to object in writing within fourteen (14) days of notification of the change, the Client is deemed to have expressly and unconditionally accepted the amended general terms and conditions.
6. An appeal by the Client on the premise that amended general terms and conditions would not apply to current agreements is expressly excluded.
7. Insofar as a change to the general terms and conditions arises from or relates to changes in laws and regulations, collective labour agreement, binding regulations or case law, the Temporary Employment Agency is entitled to implement this change with immediate effect, without a prior notice period being required.

Article 26: Disputes and applicable law

1. All disputes arising from or in connection with a legal relationship between the parties to which these general terms and conditions apply shall, at first instance, be exclusively settled by the competent court of the district in which the head office of the Temporary Employment Agency is located.
2. These general terms and conditions and all offers, assignments and other agreements are governed exclusively by Dutch law.

22 December 2025

