

General Purchase Terms and Conditions De Staffing Groep (June 2018)

These are the General Purchase Terms and Conditions of De Staffing Groep and its affiliated operating companies including De Staffing Groep Nederland BV (also acting under the names IT-Staffing, IT-Staffing Nederland and IP Staffing) and GP-Staffing BV. The articles below relate to the supply or secondment of personnel in salaried employment and/or seconded independent contractor(s) contracted by you.

Article 1. Definitions:

Principal:	De Staffing Groep Nederland BV (hereinafter referred to as "De Staffing Groep"), or GP-Staffing BV (hereinafter referred to as "GP-Staffing") or another entity affiliated with De Staffing Groep.
Provider:	A legal entity, which concludes an agreement with the Principal, or as the case may be, which the Principal considers to conclude an agreement with. The Provider makes available an Assignment Implementer, whereby the Provider acts as the supplier or the intermediate party to whom an employee is seconded.
Parties:	The Principal and the Provider jointly.
The Assignment Implementer:	An employee, in salaried employment of the Provider or of the supplier of the Provider, or an independent contractor with whom the Provider has agreed to a hiring agreement, who will execute the work.
Customer:	An organisation which has an agreement with the Principal in order to be able to have the temporary deployment of the Assignment Implementer available.
Agreement:	The agreement between the Provider and the Principal, in which basic arrangements are specified with regard to the work to be executed. The basic arrangements of the work are described in the Secondment Agreement or Service Agreement.
Secondment Agreement:	An agreement whereby there is deployment on the basis of active brokerage activities by the Principal.
Service Agreement:	An agreement whereby there is contractual, administrative and financial handling by the Principal.
End Customer:	An organisation where the work is executed.
(End) Customer:	Customer and/or End Customer.
Project:	The further descriptions in the Agreement of the work and/or the result to be achieved.
Timesheet:	Hourly time record form or time recording of the hourly time sheet worked for the Principal and/or the (End) Customer.

Article 2. Applicability:

- These General Purchasing Terms and Conditions apply to all applications and assignments from the Principal, offers and tenders from the Principal and Agreements between Parties, whereby the Provider makes an Assignment Implementer available, whether or not from its supplier.
- Derogations from these General Purchasing Terms and Conditions are only valid if these have been expressly agreed in writing between the Principal and the Provider. Such derogations exclusively apply to the case concerned and no rights can be derived therefrom for other or future Agreements between Parties.
- Any terms and conditions (of supply) of the Provider, or which the Provider refers to, do not apply.
- In the event conflict between the applicable documents the following order of priority will apply:
 - The Agreement including appendices and addendums, whereby the appendices/addendums prevail over the Agreement;
 - The application;
 - The General Purchasing Terms and Conditions.
- A Provider with whom an agreement has been concluded in the past subject to the present terms and conditions, will be deemed to tacitly agree to the applicability of the General Purchasing Terms and Conditions to future applications, offers, tenders, assignments or agreements.

Article 3. Coming into effect of the Agreement

- An Agreement will come into effect at the time when this is signed by the Principal to confirm agreement and returned.
- If the Provider does not return a signed copy of the Agreement to the Principal, and Agreement will come into effect subject to the terms and conditions as included in the Agreement, at the time when the Assignment Implementer commences the execution of the work.
- The Provider can nevertheless not derive any rights from an Agreement prior to the signing by both Parties of an Agreement in writing.

Article 4. Rate:

- The hourly rate is expressed in Euro including travel, accommodation and other expenses. The rate will be set out in the Agreement.
- Parties can only implement a rate change after agreement in writing between Parties. The Provider is not permitted to negotiate directly with the (End) Customer regarding the rate.
- If and insofar as applicable, an adjusted rate for overtime, travel expenses, stand-by or other payment relate to the work will be specified in the Agreement.
- Only the hours actually worked by the Assignment Implementer are eligible for payment.

The Principal will not owe any payment to the Provider for the hours during which the Assignment Implementer does not execute the work due to sickness, leave of absence, or another circumstance to be attributed to the Provider, or as the case may be the Assignment Implementer.

- If a per diem payment is agreed the Principal will owe this per diem payment to the Provider irrespective of the actual number of hours worked, unless a situation occurs as referred to in the previous subclause.
- The Principal will not owe any payment for the work that is executed prior to the commencement date or after the end date of the Agreement, unless agreed otherwise in writing.

Article 5. Timesheets, invoicing and payment:

- The Provider will be responsible for ensuring the proper recording of timesheets by the Assignment Implementer in the manner required by the (End) Customer. This timesheet will be definitive once this has been approved by a person authorised by the (End) Customer. The accounting for the hours is necessary for the business operations of the Principal and the (End) Customer to make the inspection of the invoices to be submitted possible.
- The approved timesheet as well as the (extended) Agreement form the basis of the invoicing by the Provider to the Principal. Only after the Principal has informed the Provider that the timesheet has been approved by the (End) Customer, or as the case may be once the Provider has a timesheet approved by the (End) Customer, can the Provider proceed with invoicing.
- The Provider will invoice per calendar month. The invoice must be sent no later than within 2 weeks after the expiry of the calendar month concerned by the Provider by email in PDF format (or another agreed format) to the Principal. The date of receipt is the guiding principle hereby.
- The invoice from the Provider will only be dealt with if the timesheet approved by the (End) Customer is enclosed as an appendix to the invoice, unless agreed otherwise.
- The invoices from the Provider must fulfil the statutory requirements, and must be drawn up per Assignment Implementer and Project, as well as with statement of the identity/name of the Assignment Implementer, the number of the Assignment Implementer, the creditor number, the number of hours worked, the rate, the month and the year during which the work has been executed.
- The invoices from the Provider must be drawn up in the Provider's correct legal entity and must be addressed to the Principal's correct legal entity, being the entity with which the Agreement is concluded.
- Following the receipt of the invoice that fulfils the requirements as set out in this article this invoice will be paid by the Principal to the Provider within the payment term specified in the Agreement. If no payment term is agreed a payment term of 60 days will apply.
- In the event of a difference of opinion regarding the accuracy of the invoice, the hourly time sheet and/or the hours worked, Parties will inform each other thereof and Parties will enter into consultation as soon as possible. In that event the payment term referred to in subclause 7 of this article will commence as soon as Parties have reached agreement regarding the accuracy of the invoice, or the Principal has received the corrected invoice sent by the Provider.
- No payment will be owed if the Principal has still not been given the possession of a) the request documents as referred to in article 6 subclause 1 of these General Purchasing Terms and Conditions, b) the request documents as further recorded in the (appendices to) the Agreement, as well as c) the Agreement signed by both Parties.
- The invoicing for the worked and approved hours must always take place no later than within one (1) year after the end of the month during which the work was executed by the Assignment Implementer, at the risk of the lapsing of the obligation of payment on the part of the Principal, unless reasonableness dictates otherwise.

Article 6. Obligations on the part of the Provider:

- The following documents must be submitted in any event to the Principal prior to the commencement of the work:
 - The (screening) documents as included in the Agreement and required by the (End) Customer for the execution of the work;
 - The citizen service number of the Assignment Implementer;
 - A certified copy of the Provider's registration with the Ch. of Comm. and, if applicable, the supplier of the Provider, which copies must be dated less than six (6) months;
 - A copy of the G account agreement with the Tax and Customs Administration.
- The Provider is not permitted to have somebody other than the appointed Assignment Implementer execute the work, unless this is with permission from the Principal and the (End) Customer.
- The Provider undertakes to instruct the Assignment Implementer to use the operating resources, provided in loan for use by the (End) Customer, with due care and in accordance with the rules, regulations and instructions applicable to the (End) Customer's business, as well as to immediately return this to the possession of the (End) Customer after the end of the Project.
- The Provider will be obliged to instruct the Assignment Implementer to follow the instructions and directions from the (End) Customer with regard to the work to be executed and/or the result of the assignment, either to work on the basis of the supervision and management from the (End) Customer, or on the basis of commissioning as referred to in Section 402 Book 7 of the Civil Code, unless this cannot be required in all reasonableness.
- The Provider guarantees the agreed availability, quality, motivation and expertise of the Assignment Implementer.



- 6.6. In the event of (foreseeable) failure on the part of the Assignment Implementer in the execution of the Project, the Provider, or as the case may be the Assignment Implementer, will be obliged to immediately report this to the Principal as well as the (End) Customer, in order to make a suitable and adequate response possible.
- 6.7. The Provider guarantees that the applicability of the terms and conditions under these General Purchasing Terms and Conditions, which relate to the Assignment Implementer, will also be agreed with the Assignment Implementer or, if applicable, with the supplier of the Provider and the supplier's Assignment Implementer.
- 6.8. If the Provider makes workers available, the Provider must comply with the Placement of Personnel by Intermediaries Act (Dutch WAADI) and must be registered in that capacity. The Provider will ensure that any suppliers of the Principal are also correctly registered.
- 6.9. The Provider guarantees that the Provider complies with all statutory obligations related to the supply and secondment of the Person(s) Executing the Assignment, including in any event the obligations ensuing from the Placement of Personnel by Intermediaries Act (Dutch WAADI), the Foreign Nationals (Employment) Act (Dutch WAV), the Labour Market Fraud (Bogus Schemes) Act (Dutch WAS) and any applicable Collective Labour Agreement. The Provider will be responsible for ensuring the recording of all terms of employment arrangements with the Assignment Implementer, in a transparent and accessible manner and will upon request, inform the competent authorities thereof and will provide access thereto to the competent authorities, and will provide cooperation to inspections/audits with regard to these terms of employment arrangements. Upon first request the Provider will immediately, but no later than within 5 working days, provide access to the Principal to these terms of employment arrangements, if the Principal deems this necessary related to the prevention of, or the dealing with, a claim for back wages from an Assignment Implementer. In the event that the Provider does not fulfil these obligations and the Principal and/or the (End) Customer is sued for this, the Provider will fully indemnify the Principal as well as the (End) Customer against the damage ensuing therefrom. Any financial penalties ensuing therefrom will be reported as soon as possible by the Principal to the Provider. The Provider will be responsible for ensuring payment in a timely manner (within 5 weeks after the date of the fining decision) to the Principal. If payment is not made in time the Provider will owe a financial penalty to the Principal in accordance with article 15.
- 6.10. The Provider will be obliged on the Provider's own initiative to return all tools, workwear, equipment and software, data carriers, information and/or copies thereof and documents and/or copies thereof of the Principal and/or the (End) Customer, which have been made available to the Provider, within 5 working days after the end of the Project/termination of the Agreement, to the Principal and/or the (End) Customer and/or to remove these from the Provider's own computer systems and to not keep these (in whatsoever form). The Provider will be responsible for ensuring the same obligation for the Assignment Implementer.

Article 7. Execution of the work:

- 7.1. During the execution of the work the Provider as well as the Assignment Implementer to be deployed by the Provider will strictly comply with the rules of conduct and/or company rules applied by the (End) Customer, insofar as this is important or necessary for the execution of the work. Such rules of conduct and/or company rules will also apply if these have not been made known or have not been submitted in advance. If the Provider and/or the Assignment Implementer do not adhere to these rules, the Provider will owe a financial penalty to the Principal in accordance with article 15 of these General Purchasing Terms and Conditions, whereby the Principal also retains the right to claim compensation in full.
- 7.2. The Provider guarantees that the work will be executed by the Assignment Implementer in a competent manner, to the best of his/her knowledge and capabilities and that the knowledge and skills of the Assignment Implementer will meet the agreed (or in the absence thereof: the reasonable) technical knowledge set out in the application.
- 7.3. During the execution of the work the Assignment Implementer will report to a further to be determined later contact person/project leader of the (End) Customer.
- 7.4. The work will be executed during the usual office hours of the Principal or the (End) Customer, unless agreed otherwise in writing. No other rate applies to work outside office hours, unless agreed otherwise in writing.
- 7.5. The Principal/(End) Customer can designate a number of working days per calendar year as days during which no work can be expected for the (End) Customer, without the Principal owing any payment for this to the Provider. The Principal will inform the Provider as soon as possible of this.
- 7.6. The Assignment Implementer must acquire permission from the (End) Customer for taking leave of absence and/or holiday during the term of the Agreement and must first inform the Principal accordingly following which the requested leave of absence of the Assignment Implementer can be recorded.
- 7.7. Reporting sick or unforeseen absence otherwise must take place if possible the day prior to the next working day, or as the case may be before 08.00 hours on the working day concerned, to the Principal as well as the (End) Customer.
- 7.8. The Provider will be responsible for ensuring that the Assignment Implementer will promptly report complaints with regard to the workplace and/or the working conditions, which could result in health problems, in writing to the (End) Customer and/or the Principal, and the Provider will make sound arrangements regarding this with the Assignment Implementer.

Article 8. Continuity and Replacement:

- 8.1. If it appears that the performance of the Assignment Implementer involved is unsatisfactory, or as the case may be not in conformity with the expectations of the (End) Customer, and the

- hiring agreement is terminated between the (End) Customer and the Principal, the Agreement between Parties will terminate by operation of law. The hours already worked can be invoiced after approval from the Principal/(End) Customer. This termination will not result in any liability for compensation on the part of the Principal towards the Provider.
- 8.2. The Provider will make contact with the Principal if and as soon as it can be expected that a deployed Assignment Implementer will not be available on reasonable grounds for the execution of the work, whether or not temporarily. If the absence will continue (foreseeably) for more than 5 days, the Principal will have the right to terminate the Agreement with immediate effect.
- 8.3. If the situation as referred to in subclause 1 or subclause 2 of this article occurs, Parties and the (End) Customer will enter into consultation to consider whether replacement by the Provider can be provided. The Principal has the right to request replacement, whereby the Provider can propose a suitable Assignment Implementer at the same or a lower rate. The (End) Customer must provide permission in writing for this replacement. In the event of replacement any induction costs of the replacement will be at the Provider's expense. In that case the replacement costs will be agreed in writing.
- 8.4. During prolonged absence of the Assignment Implementer as referred to in the previous subclause, the Provider undertakes to recommend measures for safeguarding the uninterrupted progress of the work.
- 8.5. The Provider will not be entitled to proceed with replacement of the Assignment Implementer, unless this is upon the request from the Principal/(End) Customer as referred to in subclause 1 or subclause 2 of this article.
- 8.6. A new Agreement will be drawn up if replacement is proceeded with.

Article 9. Duration and termination:

- 9.1. The Agreement is entered into for a fixed period and/or for the duration of the Project as set out in the Agreement, and will terminate by operation of law due to the expiry of the agreed time or due to the end of the Project.
- 9.2. Interim termination of the Agreement by the Provider is not possible, unless an option of interim termination is agreed in writing in the Agreement. In that case the termination by the Provider will always take place with due regard to a notice of termination period to be further agreed.
- 9.3. The envisaged end date will be recorded in the Agreement. If a change stated by the (End) Customer with regard to the duration of the Project takes place, as a result of which the duration of the hiring agreement between the Principal and the Customer is changed, the envisaged end date agreed between Parties will be changed accordingly subject to the other unchanged terms and conditions.
- 9.4. This agreement will terminate by operation of law, without the requirement of notice of termination, if and as soon as:
- The hiring agreement between the Principal and the Customer, on the basis of which the Agreement was concluded, terminates for any reason whatsoever. The Provider realises that this can entail that the Provider can be confronted - without any notice of termination period - with the sudden end of the Agreement, regardless of any notice of termination period agreed in the Agreement. Having regard to the sector in which Parties operate and the position that the Principal holds therein, this risk is unavoidable;
 - The actions and/or conduct of the Assignment Implementer can be regarded as an unlawful act and/or are/is according to the Principal in conflict with the standards of reasonableness and fairness and/or of such a nature that it can no longer be required in all reasonableness from the Principal/(End) Customer that the assignment will be continued any longer;
 - The employment between (the supplier of) the Provider and the Assignment Implementer is ended for any reason whatsoever during the term of the Agreement;
 - a situation as referred to in article 8.1 occurs.
- 9.5. Parties have the right to unilaterally terminate the Agreement wholly or in part in the interim and if necessary with immediate effect, by means of a statement in writing, if:
- the other Party justifiably relies on force majeure and it is expected that the force majeure period will last for fifteen days or longer;
 - the other Party is declared insolvent, applies for moratorium and/or appears to be insolvent otherwise;
 - the other Party ceases the business operations;
 - the other party is dissolved, or an incident has occurred that will have the result of dissolution;
 - in spite of notice of default the Provider remains in default during at least 8 days of the fulfillment of the Provider's obligations ensuing from the General Purchasing Terms and Conditions, the Agreement, the appendices or related documents.
- 9.6. Termination by reliance of the Principal on the grounds as referred to in the subclauses above will not result in any liability for compensation on the part of the Principal towards the Provider.

Article 10. Non-solicitation clause:

- 10.1. The Provider, the enterprises affiliated with the Provider, the employees of the aforesaid parties and the Assignment Implementer involved in the execution, are not permitted during the term of the Agreement and within twelve (12) months after the termination thereof, without permission in writing from the Principal, to directly or indirectly, provide services to and/or to execute work for the (End) Customer and the enterprises affiliated with the (End) Customer, unless mandatory law dictates otherwise.

- 10.2. The Provider guarantees towards the Principal the fulfilment of the obligations under this article by the Assignment Implementer and/or the supplier of the Provider, and indemnifies the Principal against claims of the (End) Customer or third parties concerning this.
- 10.3. If the Provider and/or the Assignment Implementer act in conflict with this article, the Provider will owe a financial penalty as included in the penalty clause in article 15 of these General Purchasing Terms and Conditions, without prejudice to the right of the Principal to claim compensation in full.

Article 11. Confidentiality, privacy, data processing and protection:

- 11.1. Parties undertake to maintain strict confidentiality towards third parties, of all that which comes to their knowledge during the term of and in the context of the Agreement, with regard to the other Party, (End) Customers, business contacts of the (End) Customer and Person(s) for the Execution of the Assignment, regarding which they know or reasonably could have suspected that disclosure is or can be harmful for one of the Parties involved and/or is in conflict with privacy legislation. The Party receiving this confidential data, will only use this data for the objective for which the data was provided, and will impose the same confidentiality on the employees or engaged third parties who (can) acquire knowledge of this personal data and/or data of business contacts during the execution of their work.
- 11.2. The Provider will oblige the Assignment Implementer to maintain confidentiality with regard to all that which will become known to this person or which this person becomes aware of during the execution of the work, and will ensure upon the request from the Principal and/or (End) Customer that any declaration of confidentiality drawn up by the (End) Customer will be signed by the Assignment Implementer.
- 11.3. The confidentiality under the subclause above of this article does not apply to data that is in the public domain or information that can be requested upon the request from the competent authorities.
- 11.4. Parties will ensure suitable technical and organisational security measures for the protection of the personal data, provided or received related to the execution of the work, against loss, destruction or any form of unlawful processing. In the event of (suspected) loss of personal data, or expected damage, Parties will observe the Data Leaks (Reporting Obligation) Act and will inform the other Party as soon as possible within legal terms. With regard to the privacy policy, the Principal has drawn up a privacy statement that is available on its website: <https://www.destaffinggroep.nl/over-ons/privacyverklaring/>.
- 11.5. If the Principal/(End) Customer deems this important, the Provider will upon their request promptly inform them of the manner in which the Provider's obligations on the basis of the applicable privacy legislation are fulfilled.
- 11.6. Parties indemnify each other against claims of persons whose personal data is registered or processed in the context of a registration of personal data, which is kept by the other Party, or for which the other Party is responsible on the basis of the law or otherwise, unless the latter Party proves that the facts that form the basis of the claim must be exclusively attributed to the other Party.
- 11.7. If the Provider, the supplier of the Provider, and/or the Assignment Implementer acts in conflict with this article, the Provider will owe a financial penalty as included in the penalty clause in article 15 of these General Purchasing Terms and Conditions, without prejudice to the right of the Principal to claim compensation in full.

Article 12. Recipients' liability or vicarious tax liability:

- 12.1. For the prevention of potential recipients' liability and/or vicarious tax liability, the Provider guarantees to the Principal:
 - a) that no claim will be made against the Principal for proceeding with payment to the Tax and Customs Administration for income tax and national insurance contributions and/or turnover tax, related to the deployment of the Assignment Implementer in the context of an Agreement with the Principal;
 - b) that the Provider has no payment arrears (or has had payment arrears in the last 3 years) with the Tax and Customs Administration;
 - c) that the Provider's administrative records are correct and complete, that these are carefully updated during the term of the Agreement and - after the end of the Agreement - will be carefully kept in accordance with the applicable statutory regulations.
- 12.2. Upon the first request from the Principal the Provider will submit documentary evidence to the Principal, from which the accuracy and completeness of the guarantees represented in the previous subclause will be evident.
- 12.3. If the (End) Customer wishes this, the Provider will hand over to the Principal upon the first request from the Principal, a recent original copy of a clean Payment History Report originating from the Tax and Customs Administration.
- 12.4. On the basis of the SNA (Labour Standards Foundation) quality mark provided to the Principal, a Provider will be obliged to have a G account. The Provider must, prior to the commencement of the work, provide the Principal with a copy of the G account agreement with the Tax and Customs Administration (Copy for the account holder), containing the correct payroll number and turnover tax number. This G account must be agreed and signed by 'The account holder', 'The Collector' and 'The credit institution'.
- 12.5. The Principal will pay a part of the invoice owed to the Provider exclusively to the Provider's G account for the limitation of the recipients' liability and/or the vicarious tax liability. The Principal will pay 55% of the invoice amount (including turnover tax) to the Provider's G account for the purpose of turnover tax, national insurance contributions and income tax deducted at source. Only if the Provider demonstrably has NEN 4400-1 or 4400-2 certification and is included in the SNA register (Labour Standards Foundation) will the Principal pay 25% of the invoice amount (including turnover tax) to the Provider's G account. In the event of the withdrawal of a NEN certification of the Provider one will immediately proceed with payment of the 55% earlier referred to of the invoice amount (including turnover tax) to the Provider's G

account. If the Provider concerns an employment agency that is listed on the stock exchange and has an exculpation decision from the Tax and Customs Administration, a copy of which is to be submitted to the Principal, the Principal will pay the full invoice amount to the Provider's regular account number.

- 12.6. If the Provider has no G account for any reason whatsoever, or if the Provider does not (or does not in a timely manner) fulfil the Provider's obligations on the basis of subclause 3 of this article, the Principal will have the right to suspend the payment of the invoice(s) wholly or in part. The Principal will inform the Provider in writing if the Principal will make use of this right of suspension.
- 12.7. The Provider indemnifies the Principal and the (End) Customer and will compensate them in full for all damage that the Principal suffers or could suffer if one of the guarantees represented in this article appear not to be correct or appear not to be completely correct, or as the case may be a claim is made against the Principal by the Tax and Customs Administration or third parties related to taxes, national insurance contributions and other payments (such as interest and financial penalties). If the Principal has already compensated the damage, the Principal will be entitled to recover the full amount paid from the Provider, inter alia by means of set-off or compensation of outstanding invoices.
- 12.8. In the event of the bankruptcy of the Provider, following a request for this purpose from the receiver, payment of the invoice(s) will be suspended until a WKA indemnity statement is provided by the Tax and Customs Administration.

Article 13. Intellectual property:

- 13.1. All intellectual property rights with regard to data and results ensuing from the work of the Assignment Implementer accrue to the (End) Customer. Insofar as for the transfer of such rights a further deed is required, the Provider, and if applicable and/or necessary the Assignment Implementer will sign such a deed upon the first request from the (End) Customer.
- 13.2. The Provider and/or the Assignment Implementer will provide the (End) Customer for an indefinite period with a non-exclusive licence with regard to (parts of) the software, documentation and other data, which the Assignment Implementer uses during the execution of the work for the (End) Customer, and the intellectual property rights of which are not vested or will not be vested in the (End) Customer on the basis of subclause 1 of this article. The Provider/Assignment Implementer grant the right to use the licences to the (End) Customer. The (End) Customer will be permitted to use the licences with due regard to the licence terms of the entitled party. In the event that the Provider/Assignment Implementer is not entitled to provide a licence to the (End) Customer as determined above in this article, the Provider/Assignment Implementer will enter into consultation with the Principal and/or (End) Customer prior to the coming into effect of the Agreement, in order to assess whether the inability to provide the licence can result in an unwanted situation for the (End) Customer. If the Provider/Assignment Implementer is not entitled to provide a licence to the Principal as determined in this article, the Principal will be entitled, without further compensation, to decide against concluding an Agreement with the Provider.
- 13.3. The Provider guarantees that the Assignment Implementer will not infringe the intellectual property rights of the (End) Customer or third parties. The Provider indemnifies the (End) Customer and the Principal against, and compensates the (End) Customer and the Principal for, any claims of third parties concerning (alleged) infringements by the Provider/Assignment Implementer of intellectual property rights of third parties.
- 13.4. The Provider guarantees towards the Principal that the Provider has made sound arrangements with the Assignment Implementer for the execution of this article.
- 13.5. If the Provider and/or the Assignment Implementer act in conflict with this article, the Provider will owe a financial penalty as included in the penalty clause in article 15 of these General Purchasing Terms and Conditions, without prejudice to the right of the Principal/(End) Customer to claim compensation in full.

Article 14. Liability:

- 14.1. Parties undertake the proper fulfilment towards each other of all obligations related to them on the basis of the Agreement, the appendices, the application and all obligations related thereto also on the basis of these General Purchasing Terms and Conditions.
- 14.2. The Provider will be, with the exclusion of the Principal and the (End) Customer, liable for the damage caused by the Assignment Implementer to the (End) Customer or third parties, ensuing from any attributable failure in the execution of the work, including professional loss and consequential loss, as well as for the damage suffered personally by the Assignment Implementer during the performance of the Agreement, unless mandatory law dictates otherwise.
- 14.3. If, during the performance of the Agreement, the Provider makes use, with the approval from the (End) Customer, of persons other than the Assignment Implementer, the Provider will be liable for their conduct in the same manner.
- 14.4. In the event of damage resulting from an attributable failure, the Provider will compensate all direct damage, including in any event:
 - all reasonable costs incurred for the limitation of the damage;
 - the costs incurred for extra workers due to the breach of contract;
 - the costs attached to the purchase of replacement operating resources;
 - the reasonable legal fees;
 - the costs incurred by the Principal and/or the (End) Customer for the prevention of a breach of contract.



- 14.5. The Provider must ensure cover of the statutory and contractual liability on the part of the Provider (including professional and business liability) with regard to inter alia the Principal and the (End) Customer by concluding and maintaining all relevant and adequate insurances. A copy of the insurance policies concerned must be shown to the Principal upon first request.
- 14.6. If there is a dispute/argument in the context of the work, the Provider must liaise with the Principal. Making direct contact with the (End) Customer is not permitted without permission in writing from the Principal.
- 14.7. In the event of damage as described above and/or in the event of a dispute between the Assignment Implementer and the (End) Customer, the Provider and the (End) Customer will be entitled, after permission in writing from the Principal, to settle the dispute directly with each other.
- 14.8. In the event of a breach of subclauses 5, 6 or 7 of this article the penalty clause (article 15) will apply, without prejudice to the right of the Principal/(End) Customer to claim compensation in full.

Article 15. Penalty clause:

In the event of a breach of one or more provisions of article 6 subclause 9, 7 subclause 1, 10, 11, 12, 13, 14 subclause 5 up to and including 8 by the Provider and/or the supplier of the Provider, the Provider will incur an immediately due and payable financial penalty, which cannot be set off, of € 10,000 (ten thousand) plus € 1,000 (one thousand) for each day during which the breach continues or has continued, without the requirement of demonstrating any right on the basis of damage/loss, and without prejudice to the right of the Principal to claim compensation in full.

Article 16. Force majeure:

None of the Parties will be obliged to the fulfilment of any obligation if they are prevented therefrom as a result of force majeure. If the force majeure situation lasts longer than ninety days Parties will have the right to terminate the Agreement by means of termination in writing. That which has already been performed pursuant to the Agreement will be settled pro rata in that case, without Parties owing anything else to each other.

Article 17. Secondment of an independent contractor (independent contractor)

- 17.1. If the Assignment Implementer is an independent professional (hereinafter always referred to as an ("independent contractor") and there is therefore an agreement for (intermediation) services between the Provider and the independent contractor in accordance with Section 400 et seq. Book 7 of the Civil Code, the following terms and conditions will apply in addition and/or in derogation. In the event of conflict between the terms and conditions under the following subclauses and the other articles of these General Purchasing Terms and Conditions, the terms and conditions under this article will prevail.
- 17.2. The Provider will, in conformity with the current legislation, conclude a suitable (model) agreement for services, approved by the Tax and Customs Administration, with the independent contractor concerned, and will renew this in a timely manner. Upon first request the Provider will submit to the Principal a copy of the model agreement agreed with the independent contractor.
- 17.3. If an independent contractor is deployed, this can only take place if the independent contractor can and will execute the work at his/her own discretion, without management and supervision from either the (End) Customer or the Principal or the Provider, at his/her personal expense and risk. None of the Parties or the (End) Customer envisages having an employment contract within the meaning of Section 610 Book 7 of the Civil Code, or a notional employment relationship, come into effect.
- 17.4. The Provider will stipulate in the model agreement with the independent contractor that the independent contractor will be exclusively personally liable and responsible for errors, damage and/or losses related to the execution of the work. However, the Principal retains the right to sue the Provider for damage suffered or to be suffered, related to the work.
- 17.5. The independent contractor will execute the agreed work with his/her personal tools and required materials. In the event that auxiliary materials are required from the Principal and/or the (End) Customer during the execution of the work, the Principal will charge the costs attached thereto to the Provider, unless otherwise agreed in the Agreement.
- 17.6. The Provider will stipulate in the model agreement with the independent contractor that, in the event that the independent contractor, in the opinion of the (End) Customer, executes/has executed the work in such a manner that there is inferior work (due to incompetence, a lack of high standards and/or carelessness on the part of the independent contractor), and/or the result does not correspond with the expectations agreed in the Agreement, so that the (End) Customer/the Principal can claim, in spite of the approval of any hours worked, that the work must be as soon as possible executed again or repaired by the independent contractor at his/her personal expense. If executing again or repairing is not possible in the opinion of the (End) Customer/the Principal, the (End) Customer/the Principal will have the choice to:
 - terminate the deployment/Agreement with immediate effect and to have the work executed by a third party, at the expense of the independent contractor;
 - terminate the Agreement with immediate effect and claim alternative compensation from the independent contractor.
- 17.7. The following articles of these General Purchasing Terms and Conditions do not apply to the secondment by the Provider of an independent contractor:
 - Article 6 subclause 1 under b and d (provision of the CSN number and copy of the G account agreement);
 - Article 6 subclause 8 and subclause 9 (obligations under the Placement of Personnel by

Intermediaries Act (Dutch Waadi), the Labour Market Fraud (Bogus Schemes) Act (Dutch WAS) and the Foreign Nationals (Employment) Act (Dutch WAV);

- Article 7 subclause 4, 5 and 6 (working hours, compulsory days off, leave of absence);
- Article 12 (Recipients' liability or vicarious tax liability).

Article 18. Amendments and notifications:

- 18.1. The Principal retains the right to amend these General Purchasing Terms and Conditions, or as the case may be to add thereto, and will be obliged to inform the Provider of this amendment, or as the case may be addendum.
- 18.2. All notification from the Principal, including those concerning: extension, rate change, termination or setting aside of an Agreement, or amendments with regard to these General Purchasing Terms and Conditions, will take place by email.

Article 19. Concluding provisions:

- 19.1. The law of the Netherlands applies to these General Purchasing Terms and Conditions and the agreements related thereto.
- 19.2. All disputes ensuing from these General Purchasing Terms and Conditions, or as the case may be ensuing from agreements that follow on therefrom, will be submitted to the court with competent jurisdiction in Utrecht.
- 19.3. If any provisions of these General Purchasing Terms and Conditions are wholly or in part voidable or null and void, the other provisions will remain in full effect. Parties will replace the provision concerned by a provision that has as much as possible the same meaning and effect.

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