

General Terms and Conditions

1. General provisions

- 1.1. These general terms and conditions apply to the provision of labour by Payper and its affiliated companies, including but not limited to Payper Payroll B.V., Payper Backoffice Services B.V., Co-Flex TPF B.V. and Co-Contracting B.V., hereinafter individually or jointly referred to as “Payper”.
- 1.2. The general terms and conditions form an integral part of the Cooperation Agreement agreed between Payper and the Client and serve to clarify the agreements made regarding the cooperation. Deviations from these terms and conditions are only binding insofar as they have been explicitly agreed in writing between the parties in the Cooperation Agreement.

2. Definitions

Payrolling: Payper takes over the legal employer status of the employee(s) that have been made available to the Client, for which the Client has performed the recruitment & selection, and whereby the Client and/or End Customer exercises management and supervision.

Payroll Employee: any natural person who has entered into an agreement as referred to in Article 7:690 of the Dutch Civil Code with Payper to perform work for the Client under the direction and supervision of that Client. Payroll Employees are understood to mean Flexible Workers.

Payper: the company located in the Netherlands that, based on an agreement, makes Payroll Employees available to the Client.

Client: any public or private legal entity that has Payroll Employees perform work under its management and supervision.

End Customer: the customer of an intermediary who as a client has a Cooperation Agreement with Payper.

Cooperation Agreement: the umbrella agreement which includes the agreements regarding the cooperation between Payper and the Client and of which these general terms and conditions form an integral part.

Payroll Agreement: The employment agreement that has been agreed between Payper and Payroll Employees, whereby the Payroll Employees are made available to the Client(s), to perform work under the direction and supervision of that Client within the meaning of Article 7:690 of the Dutch Civil Code

Client Rate: the rate owed by the Client to Payper, excluding surcharges, expense allowances and VAT. The rate is calculated per hour, unless otherwise stated.

3. The Payroll Agreement

- 3.1. A Payroll Agreement is entered into with the Payroll Employee for a fixed or indefinite period. The Payroll Agreement is agreed between Payper and the Payroll Employee.
- 3.2. If the Payroll Agreement between Payper and the Payroll Employee ends, the provision ends by operation of law, unless a new Payroll Agreement is subsequently concluded. Payper always has the obligation to inform the Client immediately, i.e., as soon as it has knowledge of the (intended) end of the Payroll Agreement.
- 3.3. Payper is not permitted to terminate the Payroll Agreement and/or the provision other than for legitimate reasons. Well-founded reasons are understood in this context to mean breach of contract, tort, or excessive default.
- 3.4. Payper is not liable for any damage incurred by the Client resulting from the termination of the Payroll Agreement and/or provisioning.
- 3.5. If and insofar as the Cooperation Agreement concluded between the parties ends, the Client is responsible for ensuring that the Payroll Employee is employed elsewhere.

4. Provisioning

- 4.1. The specific conditions under which Payroll Employees are made available have been agreed in the Cooperation Agreement as well as the order confirmation.
- 4.2. The Client cannot temporarily, in whole or in part, suspend or terminate the employment of the Payroll Employee, unless there is force majeure as referred to in Article 6:75 of the Dutch Civil Code.
- 4.3. In turn, the client is not permitted to “second” the Payroll Employee to a third party, i.e., to make the employee available to a third party for the performance of work under the supervision or direction of said third party. Secondment is also understood to mean the provisioning by the client to a (legal) person with whom the client is associated in a group (concern). By way of derogation from the above, secondment is possible after written approval from Payper.
- 4.4. Employment of the Payroll Employee abroad is not possible, unless otherwise agreed in writing with Payper and the Payroll Employee has agreed to this in writing.
- 4.5. The Client may only employ the Payroll Employee in deviation from what is specified in the Cooperation Agreement, assignment and conditions, if Payper has previously agreed to this in writing.

5. Remuneration of Payroll Employees

- 5.1. Before the commencement of the work, the Client is responsible for grading the Payroll Employee in accordance with the Collective Labour Agreement (CLA) or the Client's internal employment conditions regulations. The remuneration of the Payroll Employee, including but not limited to all employment conditions such as leave days, vacation pay, training scheme, overtime and surcharge hours, salary increases, periodic pay raises, and allowances, will be determined in accordance with the CLA or the Client's internal employment conditions regulations, as well as applicable laws and regulations.
- 5.2. If at any time it appears that this job description and the associated grading does not correspond to the actual job performed by the Payroll Employee, the Client will immediately provide Payper with the correct job description and corresponding grading. The remuneration of the Payroll Employee will be determined again (with retroactive effect) based on the new grading. If the adjustment leads to higher or lower remuneration, Payper will correct the remuneration (with retroactive effect) of the Payroll Employee and the Client Rate accordingly. The Client owes this corrected rate from the time the actual function was executed.

6. Continued Payment Obligation

- 6.1. If the Payroll Agreement concluded with the Payroll Employee includes a work scope and/or if a Payroll Employee (rightly) invokes the legal presumption as referred to in Article 7:610 b of the Dutch Civil Code, the Client is responsible for the consequences of the (partial) loss of work (underutilisation), whether or not as a result of the termination of employment by the client of the Client. Any unutilised hours will be paid by Payper to the Payroll Employee, in accordance with the remuneration as determined in the applicable CLA or the Client's own terms and conditions of employment.
- 6.2. Payper will charge the Client the gross wages paid to the Payroll Employees with regard to underutilised hours, multiplied by the conversion factor.

7. Execution of Management and Supervision

- 7.1. The Client is deemed to be familiar with legal provision 7:690 of the Dutch Civil Code and, with regard to the Payroll Employee in the exercise of the supervision and/or management as well as with regard to the execution of the work, shall act with the same duty of care as a client in the same manner as it is obligated towards its own employees.
- 7.2. According to the Working Conditions Act, the Client is deemed to be an employer. The Client is responsible towards the Payroll Employees and Payper for the fulfilment of the obligations arising from Article 7:658 of the Dutch Civil Code, the Working Conditions Act, and the

associated regulations for workplace safety and good working conditions in general. This also includes that the Client actively provides the Payroll Employees with information about the Risk Inventory and Evaluation (RIE) used within its company.

- 7.3. If the Payroll Employee is subject to an industrial accident or an occupational disease, the Client shall, if required by law, immediately inform the competent authorities thereof and ensure that a written report is drawn up without delay. The report will record the circumstances of the accident such that it can be determined 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 occupational disease. The Client shall inform Payper as soon as possible about the industrial accident or occupational disease and submit a copy of the report prepared, insofar as that is not in violation of the Personal Data Protection Act.
- 7.4. The Client guarantees that the working hours, rest times and working times of the Payroll Employee meet the legal requirements. The Client shall ensure that the Payroll Employee does not exceed the legally permitted working hours and the agreed work scope.

8. Invoicing and payment

- 8.1. The Client and/or End Customer are obliged to pay every invoice submitted by Payper within the agreed payment period, unless otherwise agreed in writing.
- 8.2. The invoice is drawn up based on the timesheets and declarations approved by the Payroll Employee and the Client.
- 8.3. Only payments to Payper shall lead to discharge. Payments by the Client and/or End Customer to a Payroll Employee and the provision of advances to a Payroll Employee are non-binding towards Payper and cannot provide grounds for debt settlement or write-off.
- 8.4. If the Client and/or End Customer has not paid an invoice without a valid reason after the expiration of the period, the Client shall be in default from that moment. The Client shall be liable for all costs of collection, including but not limited to the full costs, statutory interest on the outstanding amount, legal assistance, and debt collection costs.
- 8.5. Complaints must be reported in writing to Payper no later than 10 calendar days after the invoice date.
- 8.6. Invoicing shall take place based on the method of time registration agreed with the Client and on the basis of that which is determined in the Cooperation Agreement, or these conditions. Unless otherwise agreed in writing, the time registration shall take place by means of declaration forms digitally approved by the Client.
- 8.7. The Client shall ensure that the time registration is correct and complete and shall ensure or supervise that the data of the Payroll Employees contained therein is correctly and truthfully stated, such as: name of the Payroll Employee, the number of hours worked, surcharge hours, the other hours for which the Client Rate is owed pursuant to the

Cooperation Agreement and conditions, and any actual expenses incurred. Any damage and financial consequences for failing to perform this check shall be paid by the Client.

- 8.8. The Client shall keep a (digital) copy of the declaration form in its records. In the event of a difference between the claim form submitted by the Payroll Employee and the copy retained by the Client, the copy retained by the Client, provided that it is signed by both the Payroll Employee and the Client, shall apply as full proof for the settlement, subject to counter-evidence provided by Payper.

9. Duration and Termination of the Cooperation Agreement

- 9.1. The Cooperation Agreement is entered into for an indefinite term, unless otherwise agreed in writing.
- 9.2. The indefinite term Cooperation Agreement shall end by operation of law on the expiration of the agreed period. Interim termination of the indefinite term Payroll Agreement is not possible, unless otherwise agreed in writing.
- 9.3. Termination of an indefinite term Payroll Agreement must take place in writing with due observance of a notice period of 3 months.
- 9.4. Parties have the right to terminate this agreement with immediate effect;
 - 9.4.1. At the moment that one of the two parties is declared bankrupt;
 - 9.4.2. Or is granted suspension of payments, or that the Debt Remediation Act for Natural Persons has been declared applicable, or a request has been submitted to declare one of these situations applicable;
 - 9.4.3. The other party loses the free disposal of its assets;
 - 9.4.4. The other party is in default.
- 9.5. The end of the Cooperation Agreement means the end of the provisioning. Termination of the Cooperation Agreement by the Client means the request of the Client to Payper to terminate the current provisioning(s) by the date on which the Cooperation Agreement ends legally, respectively against which the employment agreement is legally dissolved.
- 9.6. The Cooperation Agreement, including all obligations arising from it, may only be terminated when all Payroll Agreements covered by the Cooperation Agreement have been legally terminated.
- 9.7. If one or more provisions of the Cooperation Agreement appear to be void or are destroyed by the court, the other provisions of the Cooperation Agreement retain their legal force. Parties shall consult on the aforementioned provisions in order to agree on a replacement regulation. In the event of a replacement regulation, the scope of the Further Agreement will not be affected.

10. Method of Notification

- 10.1. Notifications from the parties pursuant to the Cooperation Agreement and/or Payroll Agreement shall be made in writing.
- 10.2. Verbal notifications, assurances or agreements have no legal force, unless they are made in writing.

11. Confidentiality

- 11.1. The parties mutually obligate themselves not to disclose in any way whatsoever anything that comes to a party's knowledge during the execution of the Payroll Agreement and/or Cooperation Agreement, and of which that party is aware or can reasonably be expected to be aware of the confidential nature, except insofar as any statutory provision or court ruling obliges disclosure.
- 11.2. The parties shall require their employees to comply with this confidentiality obligation.
- 11.3. The parties shall ensure that their employees who are involved in the execution of the Cooperation Agreement and/or Payroll Agreement, observe the regulations of the Personal Data Protection Act.
- 11.4. The Client is free to directly obligate the Payroll Employee to confidentiality. The Client shall inform Payper of its intention to do so and shall provide a copy of the statement/agreement drawn up in this regard to Payper. Payper shall not be liable for any fine, penalty or any damage suffered by the Client as a result of a breach of the confidentiality obligation referred to in this paragraph by the Payroll Employee.
- 11.5. Both parties shall only issue press releases and other public communications relating to this Cooperation Agreement to third parties upon the prior written consent of the other party. This consent is not necessary if the provision of information is based on a legal obligation.
- 11.6. Payper shall not mention the Assignment in publications or advertisements and shall not use the name of the Client as a reference, except after written permission from the Client.

12. Liability

- 12.1. The Client is liable for damages and losses to the Client, the Payroll Employee or third parties, resulting from the actions or omissions of the Client, its personnel, or the Payroll Employee, as if the Payroll Employee were its own employee. These actions and omissions also include commitments that the Payroll Employee has entered into with or that have arisen for them towards the Client or third parties, whether or not with the permission of the Client or those third parties.
- 12.2. In the following situations, the liability of the Client and Payper deviates from that which is described above:
 - 12.2.1. If the damage is a result of intent or deliberate recklessness of the Payroll Employee, the Payroll

Employee is liable in the relationship between the Client and the Payroll Employee;

- 12.2.2. If it concerns damage suffered by the Payroll Employee in the context of the performance of his or her work, but for which the Client and/or Payper is not liable based on article 7:658 and/or 7:611 of the Dutch Civil Code, the Payroll Employee is liable.
- 12.3. Payper is liable and fully responsible towards the Client for the execution of the Cooperation Agreement with due observance of the provisions in these terms and conditions and the Cooperation Agreement and shall indemnify the Client, with due observance of the provisions in this article, against any claims, costs, and damage in connection herewith.
- 12.4. With regard to damage for which Payper is liable, the compensation to be paid by Payper is limited to a maximum of three times the value of the assignment, limited to a maximum of € 500,000 per event or related series of events, and to € 1,000,000 per year. These limits do not apply if there is intent, serious misconduct, or gross negligence attributable to Payper.
- 12.5. The Client and Payper are not liable towards each other for indirect damage to be incurred.

13. Dissolution

- 13.1. Without prejudice to that which is laid down in the Cooperation Agreement, each of the parties may dissolve the agreement out of court by means of a registered letter, if the other party, even after a reasonable period of notice in writing, fails to fulfil its obligations. In the event of force majeure, as well as if compliance with the respective obligations, other than those arising due to force majeure, is already permanently impossible within the agreed period, the negligent party shall be immediately in default and the setting of the respective period shall not be required.
- 13.2. The deadline referred to in the previous paragraph is not required if the original deadline for the expiration thereof has been extended and the compliance referred to in the previous paragraph has not been fulfilled after the expiration of the extended deadline.
- 13.3. If one of the parties cannot fulfil its obligations based on this Cooperation Agreement during a period to be determined in Cooperation Agreement, the other party has the right to dissolve the Cooperation Agreement in whole or in part with immediate effect out of court by a registered letter, without this creating any right to compensation.
- 13.4. The Client may, without any reminder or notice of default, dissolve the Cooperation Agreement with immediate effect out of court by a registered letter as a result of which the Cooperation Agreement shall

end, if Payper applies for a (provisional) suspension of payments or is granted a (provisional) suspension of payments, applies for bankruptcy or is declared bankrupt, the company is liquidated, ceases its business, a significant part of the assets of Payper is seized, or if otherwise it should no longer be considered able to fulfil the obligations under the Cooperation Agreement.

14. Intellectual (Property) Rights

- 14.1. At the request of the Client, Payper shall have the Payroll Employee sign a written statement in order to achieve or promote - insofar as necessary and possible - that all intellectual and industrial property rights in respect of the results of the work performed by the Payroll Employee shall accrue to or shall be transferred to the Client. If, in connection herewith, Payper owes the Payroll Employee remuneration or otherwise incurs charges, the Client shall owe Payper equal remuneration or equal charges.
- 14.2. The Client is free to enter into an agreement directly with the Payroll Employee or to present them with a declaration for signature concerning the intellectual and industrial property rights referred to in paragraph 1. The Client shall inform Payper of its intention to do so and shall provide a copy of the relevant agreement/declaration to Payper.
- 14.3. Payper is not liable towards the Client for any fine or penalty forfeited by the Payroll Employee or any potential damage to the Client as a result of the Payroll Employee invoking any intellectual and/or industrial property right, unless this was in violation of Article 13.1 and is attributable to Payper.

15. Insurance

- 15.1. Payper must adequately insure itself and will keep itself adequately insured, by means of professional and/or corporate liability insurance, for the following risks:
 - 15.1.1. professional liability
 - 15.1.2. corporate liability (including liability for damage caused to persons or property owned by the Client)
- 15.2. At the request of the Client, Payper shall immediately provide proof of insurance. Payper shall not terminate the insurance agreements or the conditions under which they were entered into without the prior written consent of the Client. Neither shall Payper change the insured amount to the detriment of the Client without the consent of the Client. The insurance premiums owed by Payper are deemed to be included in the agreed prices and rates.
- 15.3. In turn, the Client shall take out adequate insurance against liability. If the Client chooses not to take out insurance, the Client will provide a fully-fledged alternative in the form of a risk fund or another type of provision.

16. Provision of Items

- 16.1. The Client shall not make items available to the Payroll Employee that can also be used for private purposes, such as (but not limited to) a (lease) car or telephone, without written permission from Payper. Payper may attach further conditions to the written consent and the Client shall be obligated to implement these conditions and to prevent Payper from suffering any disadvantage as a result of the provision of the items by the Client to the Payroll Employee.
- 16.2. If the Client acts in violation of the provisions in paragraph 1 or is in default, all resulting damages, costs and (scale) consequences, such in the broadest sense of the word, shall be entirely for the account and risk of the Client. The Client shall indemnify Payper in this respect.

17. Disputes and Applicable Law

- 17.1. The General Terms and Conditions and the Cooperation Agreement are governed exclusively by Dutch law.