

# STAFFING TERMS AND CONDITIONS

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*This is a translation of the Dutch original "Algemene Voorwaarden Detachering 2026". In the event of any discrepancy between the Dutch and the translated version, the Dutch version shall prevail.*

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Kuijpers Technical Services B.V., established at Nieuwboerweg 2A, 1738BB Waarland, the Netherlands, registered with the Dutch Chamber of Commerce under number 93410557.

## Article 1 - Applicability

1. These terms and conditions apply to all legal relationships in which KTS B.V. (hereinafter: "KTS") acts as contractor in the secondment or temporary placement of personnel, both employees and self-employed contractors, with a client.
2. Deviations from these terms are only valid if agreed in writing.
3. The applicability of the client's general terms and conditions is expressly excluded.

## Article 2 - Quotations and Conclusion

1. All quotations are without obligation, unless stated otherwise.
2. An agreement is concluded by written acceptance or actual performance of the work by KTS.
3. If, after a quotation, work commences without confirmation, the quotation is deemed accepted.

## Article 3 - Duration and Termination of the Assignment

1. The agreement has a term equal to the agreed secondment period.
2. Interim termination is possible subject to a notice period of 10 working days, unless agreed otherwise in writing.
3. In the event of premature termination, the client is liable for payment of the work already performed and any costs incurred.

## Article 4 - Performance of the Assignment

1. KTS provides the agreed labour performance through deployment of an employee or self-employed contractor. The substantive supervision rests with the client.
2. The client is responsible for a safe working environment in accordance with article 7:658 of the Dutch Civil Code.
3. KTS has the right to offer a replacement candidate in case of absence of the deployed person.

## Article 5 - Working Conditions and Rates

1. Rates are agreed in advance and exclude VAT, travel expenses and any overtime unless otherwise stated.
2. Rates may be adjusted in the interim in case of (statutory) wage increases, collective labour agreement adjustments or changes in personnel costs.
3. Surcharges for overtime, irregular hours and travel time are invoiced separately if applicable.

## Article 6 - Payment and Invoicing

1. Invoicing is based on approved timesheets or time registration forms.
2. Payment term is 30 days from the invoice date.
3. If the payment term is exceeded, the client is in default without notice and interest of 1.5% per month is due.
4. All judicial and extrajudicial costs are at the expense of the client.

## **Article 7 - Liability**

1. KTS is only liable for direct damage as a result of intent or gross negligence, up to a maximum of the invoice amount of the relevant month with a maximum of EUR 25,000 per event.
2. KTS is not liable for indirect damage such as consequential damage, loss of profit or production loss.
3. The client is liable for damage suffered by or caused by the deployed person during the work under their direction and supervision.

## **Article 8 - Hiring of Personnel or Self-Employed Contractors**

1. If the client enters into an employment relationship with an employee or self-employed contractor deployed by KTS within 12 months after completion of the assignment, the client owes a fee.
2. This amounts to:
3. EUR 20,000 for hiring within 12 months
4. EUR 10,000 for hiring between 12 and 24 months
5. No fee after 24 months
6. Hiring also includes: indirect employment via third parties or other constructions (such as on-lending, contracting of work or self-employed assignments).

## **Article 9 - Deployment of Self-Employed Contractors**

1. When deploying a self-employed contractor, a model agreement approved by the Dutch Tax Authority is always used.
2. The client confirms that there is no relationship of authority and ensures correct assignment formulation.
3. KTS is not liable for additional payroll tax or social security contribution assessments in case of incorrect use of self-employed deployment; the client indemnifies KTS for this.

## **Article 10 - Confidentiality and Data Protection**

1. Parties will treat all confidential information strictly confidentially.
2. Personal data is processed in accordance with the GDPR.
3. The client is required to inform KTS immediately in the event of a data breach.

## **Article 11 - Intellectual Property Rights**

1. All reports, drawings, designs or other documents remain the property of KTS unless explicitly agreed otherwise in writing.
2. The client only obtains rights of use for internal use.

## **Article 12 - Force Majeure**

1. In the event of force majeure on the part of KTS, obligations are suspended for as long as the force majeure continues.

2. If this lasts longer than 2 months, both parties are entitled to terminate the agreement without compensation.

### **Article 13 - Final Provisions**

1. All agreements are exclusively governed by Dutch law.
2. Disputes are submitted exclusively to the competent court in the district where KTS is established.
3. These terms also apply to additional or follow-up assignments.

### **Article 14 - Protection of Proposed Candidates**

1. The client is not permitted to directly employ, assign or have work performed via third parties any candidate proposed or introduced by KTS – regardless of whether this is an employee, self-employed contractor or third party – unless KTS has given prior written consent.
2. A proposed candidate is understood to mean:
3. A person whose details have been shared by KTS with the client
4. A person with whom the client has had an introductory meeting through KTS
5. A person introduced by KTS, regardless of whether a formal assignment results from it
6. If the client breaches this provision, the client owes an immediately payable penalty of EUR 25,000 without further notice, increased by EUR 1,000 per day for as long as the breach continues, without prejudice to KTS's right to additional compensation.
7. This provision remains in effect until 12 months after the last communication between KTS and the client about the candidate concerned.