

# GENERAL TERMS AND CONDITIONS FOR STAFFING

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

## Article 1 - Applicability

1. These general terms and conditions apply to all legal relationships in which KTS B.V. (hereinafter: "KTS") acts as contractor for the secondment or provision of personnel, both employees and self-employed professionals (freelancers), to a client.
2. Deviations from these terms and conditions 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 Formation

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

## Article 3 - Duration and Termination of the Assignment

1. The agreement has a duration equal to the agreed staffing period.
2. Termination during the contract is possible with a notice period of 10 working days, unless otherwise agreed in writing.
3. In case of early termination, the client is obligated to pay for services already rendered and any costs incurred.

## Article 4 - Execution of the Assignment

1. KTS delivers the agreed work performance by deploying an employee or freelancer. Operational supervision rests with the client.
2. The client is responsible for providing 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 failure of the deployed person.

## **Article 5 - Employment Conditions and Rates**

1. Rates are agreed in advance and are exclusive of VAT, travel costs and any overtime unless otherwise stated.
2. Rates can be adjusted during the contract in case of (statutory) wage increases, collective labor agreement adjustments or changes in personnel costs.
3. Surcharges for overtime, irregular hours and travel time are billed separately if applicable.

## **Article 6 - Payment and Invoicing**

1. Invoicing is based on approved time sheets or time registration forms.
2. Payment term is 30 days after 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 legal and extrajudicial costs are borne by the client.

## **Article 7 - Liability**

1. KTS is solely 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 €25,000 per event.
2. KTS is not liable for indirect damage such as consequential damage, lost profits or loss of production.
3. The client is liable for damage suffered or caused by the deployed person during work under their management and supervision.

## **Article 8 - Takeover of Personnel or Freelancer**

1. If the client enters into an employment relationship with an employee or freelancer deployed by KTS within 12 months after completion of the assignment, the client owes a compensation fee.
2. This amounts to:
  - a. €20,000 if recruited within 12 months
  - b. €10,000 if recruited between 12 and 24 months
  - c. No compensation after 24 months
3. Recruitment also includes: indirect employment through third parties or other arrangements (such as loaning, contract work or freelance assignments).

## **Article 9 - Deployment of Freelancers**

1. When deploying a freelancer, a model agreement approved by the Dutch Tax Authorities is always used.
2. The client confirms that there is no authority relationship and ensures correct task formulation.
3. KTS is not liable for back payments of income tax or social contributions in case of incorrect use of freelancer deployment; the client indemnifies KTS for this.

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

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

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

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

## **Article 12 - Force Majeure**

1. In case of force majeure on KTS's side, obligations are suspended as long as force majeure continues.
2. If this lasts longer than 2 months, both parties have the right to terminate the agreement without compensation.

## **Article 13 - Final Provisions**

1. Dutch law exclusively applies to all agreements.
2. Disputes are exclusively submitted to the competent court in the district where KTS is established.
3. These terms and conditions also apply to supplementary or follow-up assignments.

## Article 14 - Protection of Proposed Candidates

1. The client is not permitted to directly employ, assign work to, or engage through third parties any candidate proposed or introduced by KTS – regardless of whether the candidate is an employee, freelancer, or third party – unless KTS has given prior written consent.
2. A proposed candidate is understood to mean:
  - a. A person whose information has been shared by KTS with the client
  - b. A person with whom the client has held an introductory interview through the intermediation of KTS
  - c. A person referred by KTS, regardless of whether a formal assignment results from it
3. If the client violates this provision, the client is liable without further notice to an immediately payable fine of €25,000, plus €1,000 per day as long as the violation continues, without prejudice to KTS's right to additional compensation.
4. This provision remains in effect for 12 months after the last communication between KTS and the client regarding the relevant candidate.