



TRIXXO

General Terms and conditions

For the posting of temporary employees (Temporary Employment) and job brokering

For the provision of migrant workers and job brokering for migrant workers

For brokering on behalf of self-employed professionals

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Introduction

These are the General Terms and Conditions of the **TRIXXO-Group** (TRIXXO Uitzend B.V., TRIXXO International B.V., TRIXXO Techniek en Engineering B.V., Ergon Nederland B.V. and TRIXXO ZZP B.V.). **Notice: The Dutch version of the General Terms and Conditions will always be applicable, this is just a translation, so no rights can be obtained via this translation.**

These General Terms and Conditions were filed with the Chamber of Commerce on 10-06-2024. These General Terms and Conditions are also posted on and downloadable from the website of the TRIXXO-Group and its affiliates.

These General Terms and Conditions are largely based on the General Terms and Conditions for the Posting of temporary employees as drawn up by the Dutch Association of Intermediary and Temporary Employment Agencies ('NBBU'). The TRIXXO-Group has also added its own provisions. The current B.V.s are all NBBU members.

Youth Temporary Employment Agency JAM B.V., trading under the names 'JAM', 'JAMwerkt' and 'Jongerenarbeidsmarkt', having its registered office and place of business in Eindhoven, Freddy van Riemsdijkweg 28, is also part of TRIXXO, but applies its own general terms and conditions. For these general terms and conditions, please refer to their website at <https://www.jongerenarbeidsmarkt.nl/>.

Chapter 1: General Provisions

Article 1: Definitions

In these General Terms and Conditions, the following definitions shall apply unless expressly stated otherwise:

- 1.1. **General Terms and Conditions:** the present General Terms and Conditions for the Provision of Temporary Employees (Temporary Employment) and Job Brokering; For the Provision of Migrant Workers (Temporary Employment) and Job Brokering for Migrant Workers; for the Provision of Employment Services for Self-employed Workers.
- 1.2. **Hirer's remuneration:** the Temporary Employee's salary and allowances, which are equal to the salary and allowances granted to employees working in equivalent positions in the Client's service, pursuant to Article 16 of the NBBU Collective Bargaining Agreement for temporary employees.
- 1.3. **TRIXXO-Group:** TRIXXO-Group consists of several affiliates, including:
 - I. **TRIXXO Uitzend B.V.:** the private company with limited liability having its registered office and place of business at Emmastraat 2, 4811 AG, Breda, registered with the Chamber of Commerce under the number 29041515. TRIXXO Uitzend B.V., which supplies temporary employees to a Client for the purpose of performing work under the Client's management and supervision, other than pursuant to an employment contract concluded with the Client.
 - II. **TRIXXO International B.V.:**, trading under the names 'TRIXXO International' and 'TRIXXO Foreign', the private company with limited liability having its registered office and place of business at Emmastraat 2, 4811 AG, Breda, registered with the Chamber of Commerce under the number 75786273. TRIXXO International B.V., which supplies temporary employees and/or migrant workers to a Client for the purpose of performing work under the Client's management and supervision, other than pursuant to an employment contract concluded with the Client.
 - III. **TRIXXO Techniek en Engineering B.V.:** the private company with limited liability having its registered office and place of business at Emmastraat 2, 4811 AG, Breda, registered with the Chamber of Commerce under the number 32169332. TRIXXO Techniek en Engineering B.V., which supplies temporary employees to a Client for the purpose of performing work under the Client's management and supervision, other than pursuant to an employment contract concluded with the Client.
 - IV. **TRIXXO ZZP B.V.:** the private company with limited liability having its registered office and place of business at Emmastraat 2, 4811 AG, Breda, registered with the Chamber of Commerce under the number 61222550. TRIXXO ZZP B.V. which provides brokerage for self-employed workers on behalf of a Client, not being a Client.
 - V. **ERGON Nederland B.V.:** the private company with limited liability having its registered office and place of business at Castellastraat 26, 6512 EX, Nijmegen, registered with the Chamber of Commerce under the number 09185706. ERGON Nederland B.V. , which supplies temporary employees to a

Client for the purpose of performing work under the Client's management and supervision, other than pursuant to an employment contract concluded with the Client.

- 1.4. **NBBU CBA:** the Collective Agreement for Temporary Employees that applies to companies that are members of the Dutch Association of Intermediary and Temporary Employment Agencies (*NBBU*).
- 1.5. **Assignment:** the agreement between the Client and TRIXXO-Group which describes the specific terms and conditions under which a Temporary Employee is made available by TRIXXO-Group to the Client to perform work under the Client's management and supervision, in return for payment of the Client Rate. Alternatively, a brokerage agreement is made between the Client and the TRIXXO-Group, in return for the payment of a Fee.
Alternatively, the Client makes use of brokering for self-employed workers on their own behalf. These Assignments and specific conditions are recorded by means of a Posting Confirmation/Assignment Confirmation.
- 1.6. **Posting Confirmation/Assignment Confirmation:** the confirmation of the Assignment containing certain specified terms and conditions including the personal details of the Temporary Employee, the position, salary, rate, working days and working hours, conditions of employment and the notice period in relation to the Posting of the Temporary Employee.
- 1.7. **Client/Hirer:** any natural or legal person to whom the TRIXXO-Group provides temporary employees for the performance of work under its management and supervision, other than pursuant to an employment contract concluded with the Hirer. Any natural person or legal entity that has a Temporary Employee perform work under its management and supervision in the context of an Assignment and/or makes use of the TRIXXO-Group's other services (including, but not limited to, the provision of migrant workers or brokerage for self-employed workers).
- 1.8. **Client Rate:** the rate payable by the Client to the TRIXXO-Group (usually per unit of time) for its services, excluding allowances, expense allowances and VAT. It includes the cost of labour including labour costs, payroll taxes and national insurance contributions, as well as a margin for the TRIXXO-Group's services. The Client Rate is at all times exclusive of the costs for any transition and/or fair compensation upon the temporary employee's termination of employment within the meaning of Section 7:673 of the Dutch Civil Code. The rate is calculated on an hourly basis, unless otherwise agreed in writing.
- 1.9. **Posting:** the placement of a Temporary Employee in the context of an Assignment.
- 1.10. **Temporary Employment Clause:** the written provision in the employment contract between the TRIXXO-Group and the Temporary Employee to the effect that the employment contract will terminate by operation of law in the event that the Posting of the Temporary Employee by the TRIXXO-Group to the Client terminates upon request (Book 7, Section 691(2) DCC).
- 1.11. **Temporary Employment Contract:** the special employment contract within the meaning of Book 7, Section 690 DCC between the Temporary Employee and the TRIXXO-Group, under which the TRIXXO-Group makes the Temporary Employee available to the Client to perform work under the Client's management and supervision.
- 1.12. **Temporary Employee:** any natural person employed by the TRIXXO-Group or who has entered into a Temporary Employment Contract as referred to in Book 7, Section 690 DCC with the TRIXXO-Group for the purpose of performing work for a third party under that third party's management and supervision.
- 1.13. **Job brokering:** The TRIXXO-Group which assists a Client, a job seeker, or both, in the search for temporary employees and employment opportunities respectively, with the aim of establishing a direct contractual employment relationship between the Client and the job seeker.

Where these general terms and conditions refer to Temporary Employees, they mean male and female Temporary Employees and where they refer to they and/or them, they mean him/her or he/she.

Article 2: Applicability of these terms and conditions

- 2.1. These General Terms and Conditions apply to all offers, quotations, Assignments, job brokering, brokerage assignments for self-employed workers and other agreements with the TRIXXO-Group to the extent that all of the foregoing relate to the Posting of a Temporary Employee to Clients and job brokering for Clients, as well as to the resulting supplies and services of any kind between the TRIXXO-Group and the Client, to the extent that the parties have not expressly deviated from these Terms and Conditions in writing.
- 2.2. The Client with whom a contract has been concluded on the basis of these General Terms and Conditions will be deemed to have tacitly consented to their applicability to any subsequent contract concluded with the TRIXXO-Group.
- 2.3. All offers, regardless of how they are made, are without obligation, unless the offer states a deadline for acceptance.
- 2.4. The terms and conditions of the Client do not apply to agreements with the TRIXXO-Group. The TRIXXO-Group is therefore not bound by the Client's general terms and conditions to the extent that they differ from these General Terms and Conditions. Agreements deviating from these General Terms and Conditions will apply only if agreed in writing for a single agreement or assignment and shall not apply automatically to new agreements or assignments to be concluded.
- 2.5. These General Terms and Conditions may be unilaterally amended or supplemented by the TRIXXO-Group at any time. The amended General Terms and Conditions will then also apply with respect to agreements already concluded, subject to a period of one month after written notification of the amendment.

Article 3: Establishing the Assignment

- 3.1. The Assignment is established by means of offer and acceptance. The Assignment will in any event be deemed to have been established by the actual Posting of Temporary Employee(s) to the Client. A Posting Confirmation sent by the TRIXXO-Group to the Client also establishes the Assignment.
- 3.2. The Posting Confirmation will include the specific terms and conditions. In any event, the Posting Confirmation must state the duration of the Posting of the Temporary Employee and, if this is not yet clear in advance, then as accurate an estimate of it as possible.
- 3.3. If the Temporary Employment Clause applies to the Temporary Employment Contract, it is not necessary for the TRIXXO-Group and the Client to observe a notice period if they wish to terminate the Posting (including prematurely), unless otherwise agreed in writing. For the sake of clarity, we remind Client of the mandatory notice period of 10 calendar days when a posting has already lasted more than 26 worked weeks, and that the costs related to this notice period and the agreed notice periods related to a posting shall be borne by the Client. The foregoing is without prejudice unless otherwise agreed in writing.
- 3.4. If the Temporary Employment Clause does not apply to the Temporary Employment Contract, the Assignment will end only by the expiration of the agreed duration of the Posting, unless otherwise agreed in writing. Should the client fail to comply with the agreed duration of the Assignment referred to in this article, TRIXXO-Group shall be entitled to charge the client the agreed rate during this period.

The costs related to the agreed duration of the posting shall be borne by the client. The foregoing shall apply without prejudice unless otherwise agreed in writing.

- 3.5. An amendment or addition to the Posting Confirmation will only take effect once it has been confirmed in writing by the TRIXXO-Group.

Article 4: Invoicing method

- 4.1. Unless otherwise agreed, the TRIXXO-Group's invoices are based on the time sheets completed and approved by the Client, as well as the Client Rate and any additional allowances and expenses.
- 4.2. The Client is responsible for filling in and approving time sheets in an accurate, timely and complete manner. Unless otherwise agreed, time sheets are approved by means of digital signature. Worksheets (hours worked) will be provided and/or approved by the Client in a timely manner, no later than one week after the end of the week worked. If the Client does not approve or submit the worksheets within a calendar month, the hours will be charged on the basis of the hours that the Temporary Employee submitted to the TRIXXO-Group. The Client will be liable for any damage suffered by the TRIXXO-Group if the Client fails to properly perform the obligations stated in this paragraph.
- 4.3. In the event of a discrepancy between the time sheet submitted to the TRIXXO-Group and the Client's record of the data on it, the time sheet submitted to the TRIXXO-Group shall be deemed to be correct unless the Client proves otherwise.
- 4.4. If the Temporary Employee disputes the time sheet data, the TRIXXO-Group may invoice the number of hours worked and other expenses according to the Temporary Employee's statement, unless the Client proves that the time sheet used by the Client is correct.
- 4.5. If the Client fails to comply with the provisions of paragraph 2 of this article, the TRIXXO-Group may decide to invoice the Client on the basis of the facts and circumstances known to it. The TRIXXO-Group will not proceed to do so until there has been reasonable consultation with the Client in this regard.
- 4.6. If, after the Temporary Employee has appeared at the work site, the Client uses the Temporary Employee's labour for less than three hours, the Client must pay the Client rate for at least three hours per call if:
- a work schedule of less than 15 hours per week has been agreed upon and the working hours were not fixed;
 - there is an on-call contract pursuant to Book 7, Section 628a DCC.
- 4.7. The TRIXXO-Group offers the Client the option of transferring 25% of the amount excluding VAT, quoting the invoice number, to the G account. The TRIXXO-Group offers this 'G account service' to all Clients as additional security in connection with the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act (*WKA*). Within the framework of the *WKA*, the Client can also always request a recent Payroll and Turnover Tax Payment History Report (*Verklaring Betalingsgedrag Loonheffingen en Omzetbelasting*) from the Tax Administration.
- 4.8. At the TRIXXO-Group's first request, the Client must provide the TRIXXO-Group with written authorisation to debit invoice amounts from the Client's bank account by means of direct debit within the agreed period. The Parties will use a SEPA authorisation form for this purpose.

Article 5: Payment terms and conditions

- 5.1. The Client is required at all times to pay any invoice submitted by the TRIXXO-Group within fourteen calendar days of the invoice date, without any deduction, discount or set-off.

- 5.2. In the event of non-payment, late payment or incomplete payment by the Client of any amount owed by the Client, the Client will be legally in default as of the due date of the relevant invoice. From that time onwards, the Client will also owe default interest to the TRIXXO-Group equal to the statutory commercial interest rate pursuant to Book 6, Section 119a DCC on the invoice amount.
- 5.3 The digital or hard-copy invoice counts as full proof of the liability to pay the interest from the day on which the interest calculation begins. The Client is not permitted to utilise suspension of payment or set-off without the TRIXXO-Group's express written consent.
- 5.4. Only payments made directly to the TRIXXO-Group will clear the Client's debt.
- 5.5. Direct payment or provision of advances by the Client to the Temporary Employee is not permitted, regardless of the reason for or manner in which it is made. Such payments and disbursements do not affect the TRIXXO-Group and do not provide grounds for any debt redemption or set-off.
- 5.6. If the Client disputes an invoice, the Client must notify TRIXXO-Group in writing within fourteen days of the date of dispatch of the relevant invoice to the contact person within TRIXXO-Group AND debtor management, via the e-mail address known to them and for debtor management: <debiteuren1@trixxo.nl> , at the risk of forfeiting the right to dispute. A dispute by telephone shall not be accepted by TRIXXO-Group. A dispute of the invoice does not suspend the Client's obligation to pay.
- 5.7. All costs, both in and out of court, including the costs of legal assistance, incurred by the TRIXXO-Group as a result of non-compliance with payment obligations by the Client will be borne by the Client. The TRIXXO-Group's extrajudicial collection costs, to be calculated on the amount to be collected, are set at a minimum of €500.00 and at least 15% of the principal sum.
- 5.8. If an Assignment or Agreement is entered into with more than one Client, and these Clients belong to the same group of companies, all Clients shall be jointly and severally liable for the obligations under this Article, regardless of the name in which the invoice is issued.
- 5.9. If, in the TRIXXO-Group's opinion the Client's financial position and/or payment record so warrants, the Client is obliged to do the following upon the TRIXXO-Group's first written request:
- provide a direct debit authorisation as referred to in Article 4 paragraph 8 of these general terms and conditions; and/or
 - provide an advance payment; and/or
 - provide adequate security for the fulfilment of obligations to the TRIXXO-Group, for example by means of a bank guarantee or pledge.
- The size of the requested security and/or advance payment should be proportional to the size of the relevant obligations of the Client.
- 5.10. Should the Client fail to respond to a request from the TRIXXO-Group as referred to in the preceding paragraph, or should a collection fail, the Client will be in default by operation of law without the need for notice of default. If the Client fails to pay an invoice on time or is in default, the TRIXXO-Group is entitled to suspend performance of its obligations under the Posting Confirmation or to terminate the Posting Confirmation immediately in whole or in part, without the TRIXXO-Group being liable to pay any compensation to the Client. All amounts owed to the TRIXXO-Group shall become immediately due and payable as a result of termination.

Article 6: Termination

- 6.1. If a party fails to fulfil its obligations under the Assignment, the other party is entitled – in addition to the stipulations in the Posting Confirmation – to terminate the Agreement in whole or in part out of court by means of registered letter. The termination will only take place after the defaulting party has been provided with a written notice of default and given a reasonable period of time to remedy the default, and the party has failed to do so.
- 6.2. Furthermore, without any demand or notice of default being required, one party shall be entitled to terminate the Agreement in whole or in part extrajudicially with immediate effect by registered letter if:
- the other party applies for or is granted provisional or definitive suspension of payment;
 - the other party files for its own bankruptcy or is declared bankrupt;
 - the other party's business is liquidated;
 - the other party ceases its current business;
 - a significant part of the other party's assets is seized through no fault of either party, or if the other party must otherwise be deemed unable to fulfil its obligations under the Agreement.
- 6.3. If, at the time of termination the Client had already received performance in execution of the Agreement, the Client may only partially terminate the Agreement and only in respect of that portion which has not yet been performed by or on behalf of the TRIXXO-Group.
- 6.4. If the posting of the Temporary Employee has already lasted for at least 26 weeks, the Client is subject to a notice period of 10 calendar days. The hours the temporary employee would normally work during these 10 calendar days will be charged to the Client without prejudice.
- 6.5. Amounts that the TRIXXO-Group has invoiced to the Client prior to termination in connection with what it has already performed under the Agreement will continue to be owed by the Client in full and will become due and payable immediately upon termination.
- 6.6. If the Client wishes to terminate the Posting of the Temporary Employee employed on the basis of the Temporary Employment Contract for a fixed or indefinite period prematurely (so without Temporary Employment Clause), the Client shall owe the TRIXXO-Group compensation that is due immediately. This compensation will amount to 100% of the most recently applicable Client Rate for the Temporary Employee in question, multiplied by the number of hours agreed upon in the Assignment, within the period from the time of interim termination to the originally agreed time of termination of the Assignment, the termination period will at least be six months.
- 6.7. The Posting ends by operation of law if and as soon as the TRIXXO-Group can no longer supply the Temporary Employee because the Temporary Employment Contract has been terminated and/or this Temporary Employment Contract is not subsequently continued for the benefit of the same Client.
- 6.8. If the Temporary Employee and the TRIXXO-Group are subject to the Temporary Employment Clause, the Posting of the Temporary Employee will end at the Client's request at the moment the Temporary Employee reports that they are unable to perform the work.

To the extent necessary, the Client will be considered to have made this request. Upon request, the Client will confirm this request in writing to the TRIXXO-Group.

Article 7: Liability

7.1. Subject to mandatory statutory provision, as well as general standards of reasonableness and fairness, the TRIXXO-Group will not be liable to pay any compensation for damage of any kind whatsoever, direct or indirect, caused to the Temporary Employee, the Client or to goods or persons at or belonging to the Client or a third party, in connection with an Agreement, which shall be understood to include damage resulting from:

- the Posting of the Temporary Employee by the TRIXXO-Group with the Client, even if that Temporary Employee turns out not to meet the requirements imposed on them by the Client.
- unilateral termination of the Temporary Employment Contract by the Temporary Employee.
- acts or omissions of the Temporary Employee, the Client itself or a third party, including obligations entered into by the Temporary Employee.
- the making available of the Temporary Employee by the Client to a third party without the TRIXXO-Group's written consent.
- the relocation without the TRIXXO-Group's written consent of all or part of the posting of temporary employees or migrant workers to a place of employment other than that agreed in the Posting Confirmation or outside the Netherlands.

7.2. Any liability of the TRIXXO-Group for any direct damages shall in any event, per occurrence, be limited to:

- the amount paid out by the TRIXXO-Group's insurance, or;
- the amount invoiced by the TRIXXO-Group if the TRIXXO-Group is not insured for the damage in question or the insurance does not pay out (partially or fully). If the amount charged depends on a time factor, liability will be limited to the amount the TRIXXO-Group charged to the Client in the month preceding the claim in respect of that particular assignment. In the absence of a previous month, the amount the TRIXXO-Group would charge or has charged to the Client under the Agreement during the month in which the damaging event occurred will be decisive.

7.3. The TRIXXO-Group's liability for indirect damage, including lost profits, lost savings, damage due to business interruption, penalties, damage due to loss of or damage to data and damage to reputation is excluded in all cases.

7.4. The Client is obliged to ensure adequate, total coverage liability insurance for all direct and indirect damages referred to in paragraphs 1 to 3 of this article. At the TRIXXO-Group's request, the Client shall provide proof of insurance.

7.5. In any event, the Client must indemnify the TRIXXO-Group against any claims by the Temporary Employee or third parties for compensation for damage referred to in paragraph 1 of this Article suffered by that Temporary Employee or third parties.

7.6. The limitations of liability set forth in paragraphs 1 and 2 of this Article will cease to apply in the event of wilful misconduct or gross negligence on the part of the TRIXXO-Group and/or its executive staff.

7.7. The TRIXXO-Group shall at all times be entitled, if and to the extent possible, to remedy any damage suffered by the Client. This includes the TRIXXO-Group's right to take measures to prevent or limit any damage.

Article 8: Force majeure

- 8.1. In the event that the TRIXXO-Group is subject to a force majeure event, its obligations under the Assignment/Agreement will be suspended for as long as the force majeure condition continues. Force majeure means any circumstance beyond the control of the TRIXXO-Group that permanently or temporarily impedes performance of the Assignment/Agreement and that neither by law nor by the standards of reasonableness and fairness should be at its risk.
- 8.2. As soon as the TRIXXO-Group experiences a force majeure event as referred to in paragraph 1 of this Article, it will notify the Client.
- 8.3. Insofar as not already included therein, force majeure will also include: strike, occupation, blockades, embargo, government measures, war, revolution and/or any condition equivalent thereto, power failures, failures in electronic communication lines, fire, explosion and other calamities, water damage, flood, earthquake and other natural disasters, as well as extensive illness of an epidemiological nature among personnel.
- 8.4. As long as the force majeure situation continues, the TRIXXO-Group's obligations will be suspended. However, this suspension will not apply to obligations to which the force majeure does not apply and to obligations that have already arisen before the force majeure situation occurs.
- 8.5. If the force majeure condition has lasted three months, or as soon as it is established that the force majeure condition will last longer than three months, each of the parties is entitled to terminate the Assignment/Agreement prematurely without observing any notice period. Even after such termination of the Assignment/Agreement, the Client will pay the TRIXXO-Group any fees owed by it to the TRIXXO-Group that relate to the period prior to the force majeure situation.
- 8.6. During a force majeure situation, the TRIXXO-Group will not be liable to compensate any damage of any kind sustained by or at the Client or by third parties, nor will it be liable to do so after termination of the Agreement referred to in paragraph 5 of this Article.

Article 9: Labour disputes

- 9.1. If problems arise between the Client and the Temporary Employee, the Client will notify the TRIXXO-Group immediately. The Client and the TRIXXO-Group can then determine by mutual agreement what measures can and should reasonably be taken.
- 9.2. If the reason for termination is due to a dispute with the Temporary Employee, or a conflict situation, then the Client must notify the TRIXXO-Group of this in a timely manner. The TRIXXO-Group will then investigate whether the dispute or conflict situation can be resolved.

Article 10: Privacy

- 10.1. As part of the execution of the Assignment and the Posting, personal data is regularly exchanged and processed. The data must be treated confidentially and the Parties are obliged to treat this data in accordance with the applicable European privacy laws and regulations (the General Data Protection Regulation, 'GDPR').
- 10.2. Unless otherwise agreed in writing, personal data provided by the TRIXXO-Group will remain the property of the TRIXXO-Group. The Client shall, unless otherwise agreed in writing, process this data only in accordance with the TRIXXO-Group's written instructions. Upon the TRIXXO-Group's first request, the Client will return the personal data to the TRIXXO-Group unless any legal obligations prevent this.

- 10.3. Depending on the responsibilities and working method, the Parties will make agreements in accordance with the GDPR and related privacy legislation regarding matters such as the nature and purpose of the processing, data security, data breaches, rights of data subjects and retention periods. In the event that there is joint processing responsibility, the TRIXXO-Group and the Client will make further agreements on matters such as the exercising of the rights of data subjects and the obligation to provide information. These arrangements are to be recorded in a mutual arrangement.
- 10.4. Unless otherwise agreed in writing, the Client guarantees that personal data provided by the TRIXXO-Group will not be processed by third parties. Furthermore, the Client guarantees that the personal data provided will not be stored outside the European Union or accessible from outside the European Union.
- 10.5. In the event of the loss of personal data by the Client, or the loss of access to and/or unauthorised access by a third party, the Client will promptly notify the TRIXXO-Group and provide full cooperation free of charge to comply with the obligations under the GDPR.
- 10.6. Privacy laws and regulations set limits on the personal data that the TRIXXO-Group may provide to third parties, including the Client. The TRIXXO-Group will not provide personal data to the Client when not permitted under applicable European and other law and/or not strictly necessary for the execution of the Agreement with the Client, and, if the Client makes such a request, will inform the Client accordingly. The Client is aware of this, accepts it and will not submit requests for personal data to the TRIXXO-Group which it knows the TRIXXO-Group is not permitted to provide.
- 10.7. Unless otherwise agreed in writing, the TRIXXO-Group will provide the personal data the Client requires in the context of the Posting of the Temporary Employee via the secure client portal.
- 10.8. The Client warrants that it will keep personal data confidential and will not disclose personal data to the TRIXXO-Group or to third parties to whom it is not permitted to disclose the data under the above or related laws. Should the TRIXXO-Group become aware or conclude that such data has nonetheless been provided, the TRIXXO-Group is entitled to delete such data from its records immediately.
- 10.9. The Client warrants that anyone working on its behalf, whether an employee of the Client or a third party, who works with and/or has access to personal data provided by the TRIXXO-Group shall be bound in writing by an obligation of confidentiality. The Client further warrants that the personal data that the TRIXXO-Group provides will not be viewed and/or accessed more frequently than is strictly necessary for the performance of the agreed work.
- 10.10. The Client is liable and indemnifies the TRIXXO-Group for any damage or other disadvantage resulting from the Client's failure to comply with its obligations under or pursuant to the GDPR and related European privacy regulations, and more specifically, the regulations referred to in this article.
- 10.11. The Client has read and accepts the privacy statement as displayed on the TRIXXO-Group's website.

Article 11: Duty of confidentiality

- 11.1. The TRIXXO-Group and the Client will not disclose to third parties any confidential information of or about the other party, its activities and relations, which has come to their knowledge pursuant to an offer, quotation, Posting Confirmation or other agreements. This applies unless, and then to the extent that, disclosure of this information is necessary for the proper performance of the Agreement or they are under a legal duty to disclose.

- 11.2. At the request of the Client, the TRIXXO-Group will require the Temporary Employee to maintain confidentiality regarding all that they observe or come to know in the performance of the work, unless the Temporary Employee is under a legal duty to disclose.
- 11.3. The Client is free to directly require the Temporary Employee to maintain confidentiality. The Client must inform the TRIXXO-Group of its intention to do so, and provide the TRIXXO-Group with a copy of the records in this respect.
- 11.4. The TRIXXO-Group will not be liable for any fine, penalty or any damages incurred by the Client as a result of a breach of confidentiality by the Temporary Employee. The TRIXXO-Group will also not deduct this fine or penalty from wages unless it is based on a wage garnishment.

Article 12: Applicable law and competent court

- 12.1. These General Terms and Conditions, Assignments, Posting Confirmations and/or other agreements are governed by the laws of the Netherlands.
- 12.2. All disputes arising out of or in connection with a legal relationship between the Parties to which these General Terms and Conditions apply shall be tried in the first instance exclusively by the court within the district in which the TRIXXO-Group has its registered office, unless otherwise required by mandatory law. The Parties will only resort to the courts after they have made every effort to resolve a dispute by mutual agreement.

Article 13: Final provisions

- 13.1. The TRIXXO-Group is entitled to assign its rights and obligations under an Agreement to a third party. Unless otherwise agreed in writing, the Client may not assign its rights and obligations under the Agreement to a third party.
- 13.2. If any provision of these Terms and Conditions is null and void or is nullified, the other provisions of these Terms and Conditions and Assignment will remain in full force and effect and the Parties will consult in order to agree new provisions to replace the null and void or nullified provisions, taking into account as much as possible the purpose and intent of the null and void or nullified provision.

Chapter 2: Conditions for the Posting of Temporary Employees or Migrant Workers to Clients as described in Book 7, Section 690 DCC

Article 14: The Posting of Temporary Employees

- 14.1. The Temporary Employment Contract pursuant to Book 7, Section 690 DCC is entered into between the Temporary Employee and the TRIXXO-Group. The NBBU collective bargaining agreement for Temporary Employees applies to the Temporary Employment Contract. No employment contract exists between the Client and the Temporary Employee.
- 14.2. In the Posting of Temporary Employees by the TRIXXO-Group with the Client, the Temporary Employee actually works under the management and supervision of the Client. In this respect, the Client exercises the same care as towards its own employees. As the formal employer, the TRIXXO-Group has no control over the workplace and the work to be performed. The Client must therefore ensure a safe working environment, as well as direct and supervise the Temporary Employee.

- 14.3. The Client will not, without the TRIXXO-Group's written consent, make the Temporary Employee it has hired available to a third party to work under the third party's management and supervision. Any breach of this paragraph will result in the TRIXXO-Group being entitled to terminate the Posting of the Temporary Employee and/or the Agreement with immediate effect, as well as to charge the Client for all resulting or related damage. The Client must then fully indemnify the TRIXXO-Group.
- 14.4. A Client based in the Netherlands may only deploy the Temporary Employee abroad if this has been agreed in writing with the TRIXXO-Group. In addition, the Temporary Employee must agree to this, and the deployment may take place for a limited time only and under the strict direction and supervision of the Dutch Client.

Article 15: Content, duration and end of the Assignment and the Posting(s)

- 15.1. The Posting Confirmation will include the specific terms and conditions under which the Temporary Employee is assigned to the Client. The Posting of the Temporary Employee with the Client is undertaken for a fixed period (the start and end of the posting can be determined objectively) or for an indefinite period (the end of the posting cannot be determined objectively).
- 15.2. The Client will inform the TRIXXO-Group about the intended duration, the weekly or at least monthly working hours and times of the Posting, based upon which the TRIXXO-Group can determine the nature and duration of the Agreement with the Temporary Employee;
- 15.3. If, after the Temporary Employee has appeared at the work site, the Client uses the Temporary Employee's labour for less than three hours, the Client must pay the Client rate for at least three hours per call if:
- a work schedule of less than 15 hours per week has been agreed upon and the working hours are not fixed;
 - there is an on-call contract pursuant to Book 7, Section 628a DCC.
- 15.4. If a Temporary Employee has already been called up but is unable to perform work or working hours are adjusted due to special circumstances on the part of the Client, the Client will notify the TRIXXO-Group at least four days (96 hours) prior to the time when work is scheduled to commence. If the Client fails to do so and the Temporary Employee has an on-call contract pursuant to Book 7, Section 628a DCC, the Client will owe the Client Rate in respect of the number of hours related to the original call-up including working hours.
- 15.5. If the Temporary Employee has an on-call contract pursuant to Book 7, Section 628a DCC, the TRIXXO-Group is obliged to make the Temporary Employee an offer after twelve months for fixed working hours including the obligation to continue paying wages, with the fixed working hours being at least equal to the average working hours in the preceding twelve-month period. If the Temporary Employee accepts the offer, the Client rate will be calculated on the basis of at least the agreed fixed working hours and not on the actual number of hours worked.
- 15.6. The cooperation agreement cannot be terminated as long as Temporary Employees are provided to the Client.
- 15.7. The fixed-term posting referred to in Article 15.1 cannot be terminated prematurely. If the Client wishes to do so, however, the posting may only end prematurely on the condition that the payment obligations associated with the posting continue until the expiration of the agreed duration of the posting. The TRIXXO-Group is then entitled to continue charging the Client the Client Rate up to the

agreed duration of the posting in accordance with the Temporary Employee's usual or expected work pattern, unless the TRIXXO-Group and the Client have agreed otherwise in writing.

- 15.8. The TRIXXO-Group and the Client will agree in the Assignment on the notice period for the indefinite posting referred to in Article 15.1. This takes into account the TRIXXO-Group's obligation to continue paying wages to the Temporary Employee. If no notice period has been agreed upon, the notice period referred to in Article 6 of the General Terms and Conditions will apply.
- 15.9. If the Posting Confirmation provides for the Temporary Employment Clause, it is not necessary for the TRIXXO-Group, the Temporary Employee and/or the Client to observe a notice period if they wish to terminate the Posting prematurely and the Temporary Employee has not yet worked for the Client for more than 26 weeks, unless otherwise agreed in writing. If the Temporary Employee has already worked for the Client for more than 26 weeks, the Client is subject to a notice period of 10 calendar days.
- 15.10. If the Client, without the TRIXXO-Group's knowledge, has played a role in the allocation process or the recruitment and selection of the Temporary Employee, on account of which the Temporary Employment Contract converts into a payroll agreement, then the Client Rate will be reset with retroactive effect. The Client is then obliged to continue paying the Client Rate for the duration of the payroll agreement as agreed between the TRIXXO-Group and the Temporary Employee. The Client may offer the Temporary Employee an employment contract in order to terminate the ongoing payment obligation. In the event that the end of the posting is desired, the TRIXXO-Group will make every effort to terminate the payroll agreement or redeploy the Temporary Employee, in which case all additional costs will be passed on to the Client.
- 15.11. In connection with its obligation to give the Temporary Employee notice, the TRIXXO-Group may request at least one month before the end of the fixed-term Temporary Employment Contract that the Client indicates whether it intends to continue the Posting. The Client is then required to indicate within three days whether it wishes to continue the Posting. Failure to inform the TRIXXO-Group promptly or correctly will result in the Client having to reimburse the TRIXXO-Group in full for the costs associated with compensation pursuant to Book 7, Section 668 DCC.

Article 16: The Client Rate, hourly remuneration and other fees and allowances

- 16.1. The Client will owe the TRIXXO-Group the Client Rate for the Posting of a Temporary Employee, unless otherwise agreed. The Client Rate payable by the Client to the TRIXXO-Group is calculated based on the hours to which the TRIXXO-Group is entitled under the Assignment and/or these General Terms and Conditions and is always calculated at least on the basis of the actual hours that the Temporary Employee works. The Client Rate is multiplied by the allowances and supplemented by the expense allowances payable by the TRIXXO-Group to the Temporary Employee. VAT is charged on the Client Rate, allowances and expense allowances.
- 16.2. The Client Rate is in direct proportion to the wage due to the Temporary Employee under the NBBU Collective Bargaining Agreement. The Temporary Employee's wages and allowances will be determined in accordance with the Hirer's Remuneration prior to the Posting and, if necessary, during the Posting. The Client is required to state the Hirer's Remuneration with the Assignment. The Temporary Employee's salary and allowances, must in any case be equal to the salary and allowances granted to employees working in equivalent positions in the Client's service. If it is the Client's policy to

determine initial pay based in part on experience in a substantially similar position, the same applies to the Temporary Employee. In any case, if the employee returns to the same client or to a client in the same collective bargaining agreement area in a position that is virtually the same in view of their work experience, their previous pay scale will be taken as a basis for grading.

16.3. Hirer's remuneration includes the following components:

- only the applicable periodic pay in the scale (taking into account relevant work experience and/or work history);
- the applicable reduction in working hours. This may be compensated in time and/or money, at the TRIXXO-Group's discretion;
- All allowances (for matters such as but not limited to overtime, irregularity, holidays, rescheduled hours, shift work and working under physically demanding conditions related to the nature of the work (including working at low or high temperatures, working with hazardous substances or dirty work);
- initial wage increase from the same time and to the same extent as with the Client;
- All expense allowances, both taxed and untaxed expense allowances; travel expenses, pension expenses and other expenses necessary for the performance of duties;
- increments;
- compensation for travel hours or travel time associated with work;
- home work allowance;
- one-off payments;
- Year-end exclusion.

16.4. In the event of a change in the conditions of employment, the Client must notify the TRIXXO-Group immediately. If it turns out that the wage in accordance with the information supplied above has been determined incorrectly, the TRIXXO-Group is entitled to retroactively amend the Client Rate and charge it to your organisation.

16.5. If the Temporary Employee cannot be classified within the Client's job classification system, the Temporary Employee's remuneration will be determined on the basis of discussions conducted by TRIXXO-Group with the Temporary Employee and the Client. This includes consideration of the capabilities required for the position, the responsibilities, experience, level of education, and roughly equivalent work experience. The Temporary Employee's salary and allowances must in any case be equal to the salary and allowances granted to employees working in equivalent positions in the Client's service.

16.6. The TRIXXO-Group is entitled to adjust the Client Rate during the term of the Assignment:

- As a result of changes to the NBBU collective bargaining agreement, the CBA obligations and/or terms and conditions of employment in effect at the Client, or the wages (Hirer's Remuneration) regulated by it
- Due to changes in or as a result of laws and regulations, including changes in or as a result of social and tax laws and regulations or any binding regulation
- As a result of a periodic or initial wage increase and/or one-time mandatory payment arising from the NBBU collective bargaining agreement, the collective bargaining agreement and/or terms and

conditions of employment in effect at the Client, laws and regulations and/or any binding regulation

These changes will be charged to the Client at the time of such changes and will accordingly be payable by the Client even if the changes occur during the term of an Assignment.

- 16.6. The TRIXXO-Group will notify the Client as soon as possible of any adjustment to the Client Rate.
- 16.7. The Client Rate will be digitally invoiced to the Client on a weekly basis.
- 16.8. If the Temporary Employee is replaced by another Temporary Employee, the hourly remuneration in respect of that other Temporary Employee will be reassessed in accordance with the Hirer's Remuneration and the Client Rate will be adjusted accordingly.

Article 17: Replacement and availability

- 17.1. The TRIXXO-Group is entitled to offer a replacement Temporary Employee to the Client during the term of the Assignment, for example in the event that the Temporary Employee is no longer able to perform the work, or in connection with a reorganisation or redeployment obligation to be implemented. The Client Rate will then be redetermined. The Client's rate may only reject such an offer on reasonable grounds. The Client must notify the TRIXXO-Group of these grounds in writing at the TRIXXO-Group's first request.
- 17.2. The TRIXXO-Group will not fail imputably with respect to the Client, nor will it be liable for, nor liable to compensate, any damage suffered by the Client if the TRIXXO-Group cannot or can no longer, for any reason whatsoever, make an existing or replacement Temporary Employee available to the Client, or at least cannot or can no longer do so in the manner and to the extent agreed between the parties at the time of the Assignment, or subsequently.

Article 18: Client's duty of disclosure

- 18.1. The Client will inform the TRIXXO-Group in a timely, accurate and complete manner regarding the conditions of employment/wage components of the pay equivalence rule as referred to in Article 16 ex Article 12a of the Placement of Personnel by Intermediaries Act (*Waadi*), so that the TRIXXO-Group can determine the Temporary Employee's wage.
- 18.2. If the Temporary Employee's wages and other benefits cannot be determined in accordance with the pay equivalence rule, they will be determined on the basis of discussions conducted by the TRIXXO-Group with the Client and the Temporary Employee. In determining wages, the TRIXXO-Group wishes to honour as a guideline the Temporary Employee's level of education and experience, and the necessary capabilities entailed in filling the position.
- 18.3. The TRIXXO-Group is entitled to retroactively correct the Client Rate and charge it to the Client if it appears that any or all of the components referred to in Article 16.3 have been determined incompletely or incorrectly.

Article 19: Civil vicarious liability for wages

- 19.1. In addition to the TRIXXO-Group, the Client is jointly and severally liable to the Temporary Employee for payment of the wages owed to the Temporary Employee, unless the Client qualifies as non-culpable with respect to any underpayment.
- 19.2. For the purpose of proving its non-culpability, the Client must in any event provide the TRIXXO-Group with timely, accurate and complete information regarding the wage components of the pay equivalence rule in accordance with Article 16.3.

- 19.3. The TRIXXO-Group is under an obligation to the Client to remunerate the Temporary Employee in accordance with applicable laws and regulations, including the NBBU Collective Bargaining Agreement for Temporary Employees.
- 19.4. If the Client wishes to obtain further information on the Temporary Employee's conditions of employment in the context of vicarious liability for wages, it must consult with the TRIXXO-Group.
- 19.5. The Client will refrain from requesting information that does not relate or pertain to the Temporary Employee's wages. The TRIXXO-Group reserves the right to provide anonymised information to the Client. The Client is under an obligation of confidentiality with respect to the information obtained regarding the Temporary Employee.

Article 20: Commencement of a direct employment relationship between the Client and the Temporary Employee

- 20.1. If the Client wishes to enter into an employment contract or other type of employment relationship directly with a Temporary Employee who has been or is to be supplied by the TRIXXO-Group, the Client must notify the TRIXXO-Group of this immediately in writing. The Parties will then consult to discuss the Client's wishes in this respect. As a matter of principle, the Client will owe the TRIXXO-Group a reasonable fee for the services rendered by the TRIXXO-Group in connection with the Posting, recruitment and/or training of the Temporary Employee, in accordance with the provisions of Article 9a (2) of the Placement of Personnel by Intermediaries Act (*Waadi*). If the Client fails to give notice and it subsequently transpires that the Contractor has entered into a relationship - in whatever form - with the temporary worker within six months of the last working day of the last placement in which the 1,800-hour takeover deadline has not yet been met, the Contractor shall owe the Agency a fee in accordance with this Article 20.6.
- 20.2. Other types of employment relationship as referred to in this article include:
- appointment as a civil servant or freelancer;
 - a contract for services;
 - the contracting of work;
 - the Posting of the Temporary Employee to the Client by a third party (for example, another temporary employment agency) for the same or different work.
 - the Temporary Employee entering into an employment relationship with a third party, whereby the Client and that third party are connected within a group (as referred to in Book 2, Section 24b DCC) or one is a subsidiary of the other (as referred to in Book 2, Section 24a DCC).
- 20.3. The Client will not enter into an employment relationship with the Temporary Employee if and to the extent that the Temporary Employee cannot validly cause the employment contract with the TRIXXO-Group to be terminated or has not done so, and if and to the extent that the Client cannot validly cause the Assignment with the TRIXXO-Group to be terminated or has done so.
- 20.4. The Client shall notify the TRIXXO-Group in writing of its intention to enter into an employment relationship with the Temporary Employee before giving effect to that intention.
- 20.5. The Client is prohibited from inducing Temporary Employees to enter into an employment contract or any other type of employment relationship with another company with the intention of hiring the Temporary Employees through that other company.

- 20.6. If the Client, or related companies, enters into an employment contract or any other type of employment relationship with the Temporary Employee within six months after the termination of their most recent Posting to the Assignment (regardless of whether this was for a definite or indefinite period), the Client will owe the TRIXXO-Group compensation calculated in accordance with the calculation for a Temporary Employee takeover: $(1800 - \text{hours worked}) \times \text{hourly rate} \times 25\%$. This applies both in cases in which the Client has approached the Temporary Employee for this purpose, either directly or through third parties, and in which the Temporary Employee has applied for employment with the Client, either directly or through third parties.
- 20.7. If an existing or potential Client has initially come into contact with an existing or potential Temporary Employee through the intervention of the TRIXXO-Group, for example because the TRIXXO-Group introduced the Temporary Employee to the Client, and that existing or potential Client enters into an employment contract, or any other type of employment relationship with another company, with that existing or potential Temporary Employee within twelve months of the contact having been established without the Posting having been made, that prospective Client shall owe compensation as calculated in accordance with the calculations of a recruitment and selection fee: gross annual salary incl. holiday allowance $\times 25\%$.
- 20.8. If the Client enters into an employment contract, or any other type of employment relationship with another company, with a TRIXXO-Group Temporary Employee without complying with the above condition, the Client shall at all times owe compensation equal to the compensation due under Article 20.7 excluding VAT.

Article 21: Selection of Temporary Employees

- 21.1. The TRIXXO-Group selects the Temporary Employee on the one hand on the basis of their skills and abilities, and on the other hand on the basis of the job requirements submitted by the Client.
- 21.2. Requirements that are not relevant to the position and that may or do lead to direct or indirect discrimination, including those related to race, religion, gender and/or disability, cannot be set by the Client. In any case, the TRIXXO-Group will not honour such requirements unless they are made in the context of a target group policy authorised by law to promote equal employment.
- 21.3. If a Temporary Employee does not meet the job requirements that the Client sets, the Client is entitled to notify the TRIXXO-Group accordingly within four hours of commencement of work. In this event, the Client must pay the TRIXXO-Group, at least the wage due to the Temporary Employee, plus the employer's share of social security contributions and contributions and obligations arising from the NBBU collective bargaining agreement.
- 21.4. The TRIXXO-Group may assign the Temporary Employee to multiple clients.
- 21.5. During the term of the Agreement, the TRIXXO-Group is entitled to propose a replacement Temporary Employee to the Client, for example in the event that the Temporary Employee is no longer able to perform the work, or in connection with a reorganisation or redeployment obligation to be implemented. The Client Rate will then be redetermined.
- 21.6. If there is or may be a successive term of employment, the Client will accurately and fully inform the TRIXXO-Group of the Temporary Employee's employment history (whether direct or indirect) with the Client. If the Client fails to do so, the resulting unforeseen expenses and possible damages will be charged to the Client. If it is evident from the information that the TRIXXO-Group could be considered

to be a successive employer as referred to in Article 12 of the NBBU CBA, the TRIXXO-Group may still withdraw the offer before the commencement of the temporary agency work.

Article 22: Client's duty of care and indemnity with respect to the TRIXXO-Group

- 22.1. The Client is aware that it has an obligation under Book 7, Section 658 DCC and applicable workplace legislation to ensure a safe workplace for the Temporary Employee. The Client must provide the Temporary Employee with specific instructions to prevent the Temporary Employee from suffering any harm in the performance of their work. The Client must also provide the Temporary Employee with personal protective equipment to the extent necessary and under the same conditions as applicable in the Client's workplace. If the TRIXXO-Group supplies the necessary items, the TRIXXO-Group is entitled to charge the Client for the related costs.
- 22.2. Before the Posting commences, the Client must provide the Temporary Employee and the TRIXXO-Group with the necessary information regarding the Temporary Employee's required professional qualification, the completed occupational health and safety checklists, as well as the Risk Inventory and Evaluation (RI&E), containing the specific characteristics of the position to be filled. The Temporary Employee must be given sufficient opportunity to review the content before the work can commence.
- 22.3. The Client will be liable to the Temporary Employee and the TRIXXO-Group for, and consequently liable to compensate, any damage suffered by the Temporary Employee in the performance of their work, unless the damage is to a significant extent the result of intent or deliberate recklessness on the part of the Temporary Employee, all subject to the provisions of Article 7.
- 22.4. If the Temporary Employee suffers injuries while performing their work that result in death, in accordance with Book 6, Section 108 DCC, the Client will be liable to the people specified in that article and to the TRIXXO-Group for compensating the damage suffered by the said persons, unless the damage is to a significant extent the result of intent or deliberate recklessness on the part of the Temporary Employee, all subject to the provisions of Article 7.
- 22.5. If the Temporary Employee suffers an industrial accident or an occupational disease, the Client will notify the competent authorities forthwith and will ensure that a report is drawn up forthwith, setting out the circumstances of the accident in such a way that it can be ascertained with a reasonable degree of certainty whether or to what extent the accident was the result of insufficient measures being taken to prevent such an industrial accident or occupational disease.
- 22.6. The Client indemnifies the TRIXXO-Group in full against claims brought against the TRIXXO-Group on account of the Client's failure to comply with the obligations specified in this Article, and will reimburse the TRIXXO-Group in full for the associated legal costs. The Client authorises the TRIXXO-Group to assign its claims referred to in this article to the party or parties directly concerned.
- 22.7. The Client is obliged to ensure adequate, total coverage liability insurance for all direct and indirect damages referred to in this article.

Article 23: Working hours, working times and training

- 23.1. The Temporary Employee's working times, working hours and rest periods will be equal to the times and hours customary in the Clients operations in this regard, unless otherwise agreed in writing. The Client guarantees that the Temporary Employee's working hours, rest periods and working times comply with the legal requirements. The Client will ensure that the Temporary Employee does not exceed the working hours permitted by law.

- 23.2. The Client must ensure that the Temporary Employee does not exceed the agreed working hours – the number of hours the Temporary Employee works per period.
- 23.3. If the Temporary Employee requires training or work instructions for the performance of the Assignment, the hours spent by the Temporary Employee on such training will be charged to the Client as hours worked, unless otherwise agreed in writing.

Article 24: Identification and personal data

- 24.1. The TRIXXO-Group processes the personal data of Temporary Employees employed by the Client primarily (I) to perform the temporary employment contract agreed with the Temporary Employees, (II) in order to comply with legal and tax obligations, (III) to establish and maintain a business relationship with the Client, (IV) to inform the Temporary Employees of new opportunities, (V) for normal internal use within the TRIXXO-Group, such as for financial administration and accounting purposes, legal purposes and management functions, and (VI) to settle and prosecute legal claims and litigation and to comply with court orders and other legal obligations and regulations. The TRIXXO-Group processes special personal data only if required to do so in order to fulfil its legal obligations, with the explicit consent of the data subject, or if otherwise permitted by or under the law. The TRIXXO-Group may transfer personal data obtained from the Client if necessary for the execution of the Assignment, or if the TRIXXO-Group has a reasonable interest in doing so and/or the data subject has given consent and/or the TRIXXO-Group is required to do so by law. Such data may be disclosed to other TRIXXO-Group entities, job applicants, business partners, and subcontractors (such as data processors) providing services on its behalf, government agencies, and in any other cases in which the TRIXXO-Group may be required to do so, such as by a court order to that effect.
- 24.2. Upon commencement of the Posting of a Temporary Employee, the Client will establish the employee's identity on the basis of the original identity document. The Client must carefully check the authenticity and validity of the Temporary Employee's original identification document. The Client must set up its records in such a way that the identity of the Temporary Employee can be proven.
- 24.3. The Client and the TRIXXO-Group will treat as confidential all personal data belonging to Temporary Employees which comes to their knowledge in the context of the Posting and will process the data in accordance with the provisions of the General Data Protection Regulation (GDPR) and other relevant legislation.
- 24.4. The Client will be responsible for providing or requesting personal data from the TRIXXO-Group only if and to the extent that the Client is entitled to provide or request it under the GDPR.
- 24.5. In the event of a data breach in which there is a risk of loss or unlawful processing of Temporary Employee personal data that the TRIXXO-Group has made available to the Client, the Client is required to report this to the Dutch Data Protection Authority and the TRIXXO-Group. If necessary, the TRIXXO-Group will inform the Temporary Employee concerned.
- 24.6. The Client indemnifies the TRIXXO-Group against all claims by candidates, employees, employees of the Client or other third parties with respect to the TRIXXO-Group, in connection with a violation by the Client of the GDPR and other privacy laws, and will reimburse the TRIXXO-Group for related costs incurred by the TRIXXO-Group.

Article 25: Prevention of impermissible discrimination

The Client is not permitted to make any unlawful distinctions, in particular with respect to religion, philosophy of life, political affiliation, gender, race or any other grounds, with respect to the Temporary Employee. The Client indemnifies the TRIXXO-Group against any consequences of any unlawful discrimination made by them.

Article 26: Company car and company closure

- 26.1. If the Client intends to provide the Temporary Employee with a car, the Client must notify the TRIXXO-Group immediately. Only in consultation with the TRIXXO-Group may the Client agree with the Temporary Employee that the car may be driven privately, so that the TRIXXO-Group can take this into account in payroll taxes. If the Client fails to comply, it will be liable to compensate the TRIXXO-Group for the resulting damage, costs and tax-related consequences suffered by the TRIXXO-Group.
- 26.2. If a company closure or mandatory day off occurs during the Posting, the Client must inform the TRIXXO-Group of this fact upon entering into the Agreement or in any event as soon as it is known for the following year, so that the TRIXXO-Group can take this into account when determining the conditions of employment. If the Client fails to comply, during the business closure or mandatory day off, the Client will owe the TRIXXO-Group the number of hours as agreed in the Posting Confirmation multiplied by the most recently applicable Client Rate.

Article 28: Job and work time

- 28.1. In connection with the Assignment, the Client provides the job title and the description of the position to be held by the Temporary Employee. If at any time it appears that the description does not correspond to the job actually being performed, the Client will promptly provide the TRIXXO-Group with the appropriate job description. The position may be adjusted during the Assignment. If the Temporary Employee reasonably claims other conditions of employment on that adjustment, invoking good employment practice or existing or forthcoming laws and regulations, the Collective Bargaining Agreement for Temporary Employees or case law, the TRIXXO-Group is entitled to revise the Client Rate. In addition, the Client will be fully liable in the event that the Client fails to notify the TRIXXO-Group in full or in a timely manner of changes to Wages, conditions of employment or positions.
- 28.2. Overtime occurs when work is performed in excess of the number of hours of work per day or per week or per month or hours set by regulation or schedule that are customary in the sector concerned.
- 28.3. The Temporary Employee's holidays and leave will be arranged in accordance with the law and the collective bargaining agreement. The reserves for public holidays, holiday pay reserves and reserves for short-term absenteeism are paid out to the Temporary Employee in accordance with the applicable laws and regulations and the NBBU CBA conditions.

Article 29: Provision of items

- 29.1. The Client is not permitted, without the TRIXXO-Group's written consent, to provide the Temporary Employee with any items that may be used in part for private purposes, such as – but not limited to – a vehicle (leased or otherwise), telephone or tools. The TRIXXO-Group may attach further conditions to the written consent, and the Client will be bound to give effect to such conditions and to prevent the TRIXXO-Group from suffering any prejudice as a result of the Client providing the Temporary Employee with the items.

- 29.2. If the Client acts in violation of the foregoing or is in default, all resulting damages, costs and tax-related and other consequences, in the broadest sense of the word, will be entirely at the expense and risk of the Client. The Client will indemnify the TRIXXO-Group in this regard.
- 29.3. The Client will compensate the Temporary Employee for any damage the Temporary Employee suffers as a result of the damage or destruction of any property belonging to the Temporary Employee used in the context of the assigned work.

Chapter 3: Conditions for job brokering

Article 30: Applicability of general provisions

The scope of the provisions contained in Chapter 1 of these General Terms and Conditions, more specifically Articles 1, 2, 3 and 5 to 13, 24 and 25, apply accordingly to the brokerage agreement between the TRIXXO-Group and the Client.

Article 31: Fees and content of brokerage agreement

- 31.1. The fee payable by the Client to the TRIXXO-Group may consist of either a pre-agreed fixed amount or a pre-agreed percentage of the full-time gross annual salary offered to the job seeker, plus holiday allowance.
- 31.2. Unless otherwise agreed in writing, the fee referred to in paragraph 1 of this Article is payable only if the job brokering has resulted in an employment contract or other type of employment relationship as referred to in Article 20 paragraph 2 with a job seeker selected by the TRIXXO-Group. The fee is also payable if the job seeker selected by the TRIXXO-Group goes on to perform work for the Client in some other way, such as through a Posting.
- 31.3. The specific terms and conditions under which the TRIXXO-Group performs job brokering are included in the Assignment.
- 31.4. Any memorandum items will be charged retrospectively.

Article 32: Commencement of an employment relationship between the Client and the job seeker

If, during the term of the job brokering assignment or within twelve months of its termination, the Client enters into an employment contract or cooperation as referred to in Article 20 with a job seeker selected by the TRIXXO-Group, the Client will immediately owe the TRIXXO-Group the agreed fee. In the event of breach or non-compliance with this, the Client will owe the TRIXXO-Group an amount equal to the fee due per Candidate pursuant to Article 31.1, excluding VAT. This is without prejudice to the TRIXXO-Group's right to claim full compensation.

Article 33: Selection of jobseeker

- 33.1. The TRIXXO-Group selects jobseekers on the one hand on the basis of the Client's requests to the TRIXXO-Group regarding their skills and abilities and information about the nature of the position, and on the other hand on the basis of the jobseeker's skills and abilities known to the TRIXXO-Group.
- 33.2. When providing wishes and information regarding the desired candidate and the nature of the position as referred to in the previous paragraph of this article, the Client may not impose requirements that are

not relevant to the position. In any case, the TRIXXO-Group will not honour such requirements unless they are made in the context of a target group policy authorised by law to promote equal employment.

Chapter 4: Conditions for providing brokerage to self-employed workers

Article 34: Definitions relating to providing brokerage to self-employed workers

In this section of the General Terms and Conditions, the following definitions apply:

- 34.1 **Intermediary/Broker:** the natural or legal person whose business activity consists of providing brokerage, not being the Client of the Self-employed Worker.
- 34.2 **Client:** the natural or legal person using the Intermediary's services.
- 34.3 **Self-employed worker without employees (self-employed worker):** the natural person who, by virtue of a contract for services or contracting for work on their own account, at their own risk and under their own responsibility, and not under the management and supervision of a third party, or who performs work through a company, of which they own at least half of the shares or such a number that they cannot be dismissed against their will by the shareholders' meeting.
- 34.4 **Third Party:** the natural or legal person not being an Intermediary, Client or Self-employed Worker, who has a direct or indirect legal relationship with one of the aforementioned parties.
- 34.5 **Brokerage:** bringing together and/or facilitating two or more parties who enter into a contract for services or contracting of work with each other and have entered into a brokerage agreement with the Intermediary for that purpose.
- 34.6 **Brokerage Agreement:** the written or other agreement between the Client and the Intermediary which sets out the specific conditions and circumstances, including the type of service the Intermediary will provide, under which Self-employed Workers will be brokered to the Client.

Article 35: Applicability of these terms and conditions

- 35.1 These terms and conditions apply to every offer by the Intermediary to the Client and to every brokerage agreement between the Intermediary and the Client to which the Intermediary has declared that these terms and conditions apply, as well as to the resulting supplies and services of any kind between the Intermediary and the Client, to the extent that the parties have not expressly deviated from these terms and conditions in writing.
- 35.2 These terms and conditions apply to any offer made by the Intermediary to the Self-employed Worker and to any brokerage agreements or service between the Intermediary and the Self-employed Worker.
- 35.3 The Client with whom a contract has been concluded will be deemed to have tacitly consented to the applicability of these terms and conditions to any subsequent agreement concluded with the Intermediary.
- 35.4 All offers, regardless of how they are made, are without obligation.
- 35.5 The Intermediary is not bound by the Client's general terms and conditions to the extent that they differ from these terms and conditions.
- 35.6 The terms and conditions of the Client do not apply to agreements with the TRIXXO-Group. The TRIXXO-Group is therefore not bound by the Client's general terms and conditions to the extent that they differ from these General Terms and Conditions. Agreements deviating from these General Terms and Conditions will apply only if agreed in writing for a single agreement or assignment and shall not apply automatically to new agreements or assignments to be concluded.

35.7 These General Terms and Conditions may be amended or supplemented at any time. The amended General Terms and Conditions will then also apply with respect to the brokerage agreement already concluded, subject to a period of one month after written notification of the amendment.

Article 36: Invoicing method

36.1 The fee payable by the Client to the Intermediary for the services rendered consists of a predetermined fixed amount or percentage, or is charged periodically, as agreed in the brokerage agreement.

36.2 If the Intermediary provides invoicing services, the invoice makes it clear that this is being done on behalf of the Self-employed Worker hired by the Client. For the purposes of the Client's accounts payable management, payments to Self-employed Workers will be made clearly identifiable as being done on behalf of the Client.

36.3. If the remuneration owed by the Client to the Intermediary for the services rendered is partly or fully dependent on the number of hours worked by the Self-employed Worker, the Client is responsible for supplying correct, timely and complete documents showing this, unless otherwise agreed.

36.4 If the Client fails to comply with the provisions of paragraph 3 of this Article, or if the Intermediary has valid reasons to doubt the accuracy or completeness of these time sheets, the Intermediary may decide to invoice the Client on the basis of the facts and circumstances known to them. The Intermediary will not proceed to do so until there has been reasonable consultation with the Client in this regard, during which the Client has been able to demonstrate that the time sheets are correct.

36.5 At the Intermediary's first request, the Client must provide the Intermediary with written authorisation to debit invoice amounts from the Client's bank account by means of direct debit within the agreed period. The parties will use a SEPA authorisation form for this purpose.

36.6 Rate changes due to changes in laws and regulations will be implemented immediately.

Article 37: Payment terms and conditions

37.1 The Client must pay the Intermediary's invoices, including invoices arising from billing services, without any deduction, discount or set-off within 14 days after the invoice date.

37.2 If the Client disputes an invoice, the Client must notify the Intermediary in writing within eight days of the date of dispatch of the invoice in question, at the risk of forfeiting the right to dispute. A dispute over the invoice does not suspend the Client's payment obligation.

37.3. In the event of non-payment, late payment or incomplete payment by the Client of any amount owed by the Client, the Client will be in default by operation of law from the due date of the relevant invoice. From that time onwards, the Client will also owe default interest to the TRIXXO-Group equal to the statutory commercial interest rate pursuant to Book 6, Section 119a DCC on the invoice amount.

The digital invoice counts as full proof of the liability to pay the interest from the day on which the interest calculation begins. The Client is not permitted to utilise suspension of payment or set-off without the TRIXXO-Group's express written consent.

37.4 All costs, both in and out of court, including the costs of legal assistance, incurred by the Intermediary as a result of non-compliance with payment obligations by the Client will be borne by the Client. The Intermediary's extrajudicial collection costs, to be calculated on the amount to be collected, are set at a minimum of €500.00 and at least 15% of the principal sum.

37.5 If, in the Intermediary's opinion the Client's financial position and/or payment record so warrants, the Client is obliged to do the following upon the Intermediary's first written request:

- provide a direct debit authorisation as referred to in Article 36 paragraph 5 of these general terms and conditions; and/or
- provide an advance payment; and/or
- provide adequate security for the fulfilment of obligations to the Intermediary, for example by means of a bank guarantee or pledge.

The size of the requested security and/or advance payment is proportional to the size of the relevant obligations of the Client.

37.6 Should the Client fail to respond to a request from the Intermediary as referred to in the preceding paragraph, or should a collection fail, the Client will be in default by operation of law without the need for notice of default.

37.7 If the Client fails to pay an invoice on time or is in default, the Intermediary is entitled to suspend performance of its obligations under the Brokerage Agreement or to terminate the Brokerage Agreement immediately in whole or in part, without the Intermediary being liable to pay any compensation to the Client. All amounts owed to the Intermediary shall become immediately due and payable as a result of termination. However, if the remuneration owed by the Client to the Intermediary depends on the contract for services/contracting of work between the Self-employed Worker brokered by the Intermediary and the Client, the payment obligations will continue for the duration of the contract for services/contracting of work.

Article 38: Termination

38.1 If a party fails to fulfil its obligations under the Brokerage Agreement, the other party is entitled – in addition to the stipulations in the Brokerage Agreement – to terminate the Brokerage Agreement in whole or in part out of court by means of registered letter. The termination will only take place after the defaulting party has been provided with a written notice of default and given a reasonable period of time to remedy the default, and the party has failed to do so.

38.2 Furthermore, without any demand or notice of default being required, one party shall be entitled to terminate the Brokerage Agreement in whole or in part extrajudicially with immediate effect by registered letter if:

- the other party applies for or is granted provisional or definitive suspension of payment;
- the other party files for their own bankruptcy or is declared bankrupt;
- the other party's business is liquidated;
- the other party ceases their current business or a significant part of it;
- a significant part of the other party's assets is seized through no fault of either party, or if the other party must otherwise be deemed unable to fulfil its obligations under the Brokerage Agreement.

38.3 If, at the time of termination the Client had already received performance in execution of the Brokerage Agreement, the Client may only partially terminate the Brokerage Agreement and only in respect of that portion which has not yet been performed by or on behalf of the Intermediary.

38.4 Amounts that the Intermediary has invoiced to the Client prior to termination, or amounts that the Client will owe to the Intermediary during the continued term of the contract for services/contracting of work between the Self-employed Worker brokered by the Intermediary and the Client, will continue to be owed

by the Client to the Intermediary in full, and will become due and payable immediately upon termination. If future amounts cannot be unequivocally estimated, the Intermediary may choose to continue to invoice the Client periodically, in accordance with the Client's ongoing, post-contractual obligations.

Article 39: Liability

39.1 The Intermediary is never liable for:

- a. Damage of any kind caused by the acts and/or omissions of the Self-employed Worker brokered by the Intermediary;
- b. Indirect or consequential damages such as lost profits and lost savings;
- c. Damages resulting from bogus self-employment of any kind.

39.2 The Intermediary is only liable in the event of a shortcoming in the performance of the Brokerage Agreement, in which this shortcoming is the direct result of lack of care on the part of the Intermediary, which could reasonably be expected of the Intermediary, or if there is gross negligence or wilful misconduct on the part of the Intermediary.

39.3 The Intermediary will be entitled, if and to the extent possible, to remedy the consequences of any shortcoming within a reasonable time.

39.4 In the event that the Intermediary is liable for damages, this is limited per occurrence to:

- a. The amount paid out by the Intermediary's insurance, or;
- b. If the Intermediary is not insured or the insurance does not pay out partially or at all, no more than the amount of the fee for the last three months that the Intermediary has received for its services as referred to in Article 36 paragraph 1.

39.5 The Client indemnifies the Intermediary against claims by third parties, including reasonable costs of legal assistance, that are in any way related to the Intermediary's services to the Client.

Article 40: Force majeure

40.1 In the event that the Intermediary is subject to a force majeure event, its obligations under the Brokerage Agreement will be suspended for as long as the force majeure condition continues. Force majeure means any circumstance beyond the control of the Intermediary that permanently or temporarily impedes performance of the Brokerage Agreement and that neither by law nor by the standards of reasonableness and fairness should be at its risk.

40.2 As soon as the Intermediary experiences a force majeure event as referred to in paragraph 1 of this Article, they will notify the Client.

40.3 Insofar as not already included therein, force majeure will also include: strike, occupation, blockades, embargo, government measures, war, revolution and/or any condition equivalent thereto, power failures, failures in electronic communication lines, fire, explosion and other calamities, water damage, flood, earthquake and other natural disasters, as well as extensive illness of an epidemiological nature.

40.4 As long as the force majeure situation continues, the Intermediary's obligations will be suspended. However, this suspension will not apply to obligations to which the force majeure does not apply and that have already arisen before the force majeure situation occurs.

40.5 If the force majeure condition has lasted three months, or as soon as it is established that the force majeure condition will last longer than three months, each of the parties is entitled to terminate the Brokerage Agreement prematurely without observing any notice period. Even after such termination of the

Brokerage Agreement, the Client will pay the Intermediary any fees owed by it to the Intermediary that relate to the period prior to the force majeure.

40.6 During a force majeure situation, the Intermediary will not be liable to compensate any damage of any kind sustained by or at the Client or by third parties, nor will it be liable to do so after termination of the Brokerage Agreement referred to in paragraph 5 of this Article.

Article 41: Duty of confidentiality

41.1 The Intermediary and the Client will not disclose to third parties any confidential information of or about the other party, its activities and relations, which has come to their knowledge pursuant to an offer or Brokerage Agreement. This applies unless, and then to the extent that, disclosure of this information is necessary for the proper performance of the Brokerage Agreement or they are under a legal duty to disclose.

41.2 The Intermediary will not be liable for any fine, penalty or any damages incurred by the Client as a result of a breach of confidentiality by the Self-employed Worker.

Article 42: Applicable law and competent court

42.1 This General Terms and Conditions and Brokerage Agreements are governed by the laws of the Netherlands.

42.2 All disputes arising out of or in connection with a legal relationship between the parties shall be tried in the first instance exclusively by the court within the district in which the Intermediary has its registered office, unless otherwise required by mandatory law.

Article 43: Content and establishment of Brokerage Agreement

43.1 The Brokerage Agreement comes into effect upon written acceptance by the Client, or at the moment that a Self-employed Worker nominated by the Intermediary enters into a contract for services or contracting of work with the Client, or enters into another legal relationship as referred to in Article 44 paragraph 5. The Intermediary is not a party to the contract for services/contracting of work, as far as the performance of the work as agreed in that Agreement is concerned.

43.2 The written Brokerage Agreement sets out the specific conditions and circumstances under which the Self-employed Worker will be brokered to the Client, as well as the type of service the Intermediary will provide.

43.3 An amendment or addition to the Brokerage Agreement will only take effect once it has been confirmed in writing by the Intermediary.

Article 44: Brokering procedure

44.1 The Intermediary performs their intermediary services based on the one hand on the Client's request with respect to the skills and abilities of the Self-employed Worker and the information concerning the nature of the Assignment, and on the other hand based on what the Intermediary knows about the Self-employed Worker's skills and abilities. This also applies in reverse, where relevant.

44.2 Requirements that are not necessary for the performance of the Assignment and that may also lead to direct or indirect discrimination, including with respect to race, age, gender, cannot be set by the Client. In any case, the Intermediary will not honour these demands.

44.3 The Client will notify the Intermediary in writing if the Client and the Self-employed Worker enter into a contract for services/contracting of work, if the Self-employed Worker is rejected for the Assignment, or if another employment relationship is entered into.

44.4 Even if the Client enters into a contract for services/contracting of work or another employment relationship with the Self-employed Worker within twelve months after the termination of the Brokerage Agreement, or within twelve months after the Self-employed Worker was introduced to the Client by the Intermediary, the Client owes the agreed or compensation fee to the Intermediary as referred to in article 36 paragraph 1.

44.5 'Other employment relationship' as referred to in these General Terms and Conditions will mean in any case:

- an employment contract under Book 7, Section 610 DCC;
- appointment as a civil servant;
- hiring as posted personnel.

Article 45: Personal data

45.1 The Intermediary and the Client will treat as confidential all personal data provided in the context of the Brokerage Agreement and will process the data in accordance with the provisions of the General Data Protection Regulation (GDPR) and other relevant privacy legislation.

45.2 Depending on the responsibilities and working method, the Parties will make agreements in accordance with the GDPR and related privacy legislation regarding matters such as data breaches.

Article 46: Final provisions

46.1. If any provision of these Terms and Conditions is null and void or is nullified, the other provisions of these Terms and Conditions will remain in full force and effect and the Parties will consult in order to agree new provisions to replace the null and void or nullified provisions, taking into account as much as possible the purpose and intent of the null and void or nullified provision.

46.2 The Intermediary is entitled to assign its rights and obligations under a Brokerage Agreement to a third party. Unless otherwise agreed in writing, the Client may not assign its rights and obligations under the Brokerage Agreement to a third party.