

TERMS & CONDITIONS SKILLTECH

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In addition to the general provisions as described in Chapter 1 of these General Terms and Conditions, the provisions of the relevant chapter apply to the provision of workers, the placement of self-employed persons and/or recruitment and selection. In the event that the provisions of Chapter 1 and the provisions of the relevant chapter contain conflicting provisions, the provisions of the relevant chapter shall prevail.

CHAPTER 1. GENERAL PROVISIONS

ARTICLE 1: DEFINITIONS

SkillTech	The legal entity registered with the Chamber of Commerce under number 27311308, or the companies affiliated with it (within the meaning of Article 2:24a of the Dutch Civil Code and/or Article 2:24b of the Dutch Civil Code), which, in the context of the conduct of its business, focuses on bringing together supply and demand on the labour market and makes manpower(s) available to third parties.
Client	The party with which SkillTech enters into an agreement.
Agreement	The agreement for services between SkillTech and the Client, on the basis of which SkillTech makes worker(s) available and/or performs work for the Client in return for payment, or a confirmation of an individual provision of a Worker to the Client.
Provision of manpower	The Agreement whereby SkillTech makes (a) work power(s) available to the Client.
Recruitment and Selection	The assignment for recruitment and selection that is carried out by SkillTech for the Client on a no cure no pay basis, or the assignment for recruitment and selection that is exclusively granted to SkillTech by the Client.
Materials	All reports, advice, results, drawings, software, databases, concepts, presentations, teaching materials, etc. developed or made available by SkillTech within the framework of the Agreement.
Worker	<ol style="list-style-type: none"> Any natural person in the capacity of employee, who, through the intermediary of SkillTech, performs or will perform work under the direction and supervision, as well as for the benefit of the Client, or. The natural or legal person in the capacity of a self-employed person, who is in possession of a (model) contract for services, who makes use of the services of SkillTech and performs or will perform work for the Client.

ARTICLE 2. APPLICABILITY

- 2.1 These General Terms and Conditions apply to every offer made by SkillTech and to every Agreement between SkillTech and the Client and to the resulting deliveries and services, of whatever nature, between SkillTech and the Client, insofar as the parties have not expressly deviated from these General Terms and Conditions in writing.
- 2.2 Client with whom a contract has been entered into once on these General Terms and Conditions is deemed to tacitly agree to the applicability thereof to a later Agreement concluded with SkillTech.
- 2.3 The applicability of general terms and conditions of any kind on the part of the Client is expressly rejected, even if the Client expressly declares its general terms and conditions applicable to the Agreement.
- 2.4 The annulment or annulment of one or more provisions of these General Terms and Conditions does not affect the validity of the other provisions of these General Terms and Conditions. If one or more provisions of these

General Terms and Conditions are annulled or declared null and void, the situation to which this provision referred shall not have to be interpreted to the letter, but to the purport of the provision that has been annulled or declared null and void.

ARTICLE 3. QUOTES

- 3.1 All quotations issued by SkillTech to the Client are of a non-binding nature.
- 3.2 Client guarantees the correctness and completeness of the requirements and specifications of the performance and other data on which SkillTech bases its offer and/or quotation by or on behalf of SkillTech.
- 3.3 SkillTech cannot be held to its quotations and/or offers or other publications if it is reasonably understandable that the quotations and/or offers or other publications, or a part thereof, contain an obvious mistake or clerical error.

ARTICLE 4. FORMATION, AS WELL AS DURATION AND TERMINATION OF THE AGREEMENT

- 4.1 The Agreement is concluded by (written) acceptance of the Client or by SkillTech actually executing the Agreement.
- 4.2 The Agreement terminates at the moment that the related provision is validly terminated by the Client.
- 4.3 Upon termination of the Agreement, Client is obliged to reimburse SkillTech for all costs already incurred up to that moment and the work performed in accordance with the Agreement, as well as the costs still to be incurred and the work still to be performed. Furthermore, Client is obliged to reimburse the costs arising from any obligations already reasonably entered into by SkillTech with third parties for the fulfilment of the Agreement. The aforementioned arrangement does not affect the Client's possible liability for any damage resulting from a termination.
- 4.4 SkillTech will endeavor to execute the Agreement in a diligent manner in accordance with the requirements of good workmanship. The obligation is an obligation to perform to the best of one's ability and not an obligation to achieve a result. The success is partly dependent on the cooperation of both parties and on the efforts of the Client.
- 4.5 SkillTech determines the manner in which and by which persons the Agreement is executed. In the execution of the Agreement, SkillTech has the right, without notification to the Client, to engage third parties, to purchase goods from third parties, to purchase services from third parties and to have the Agreement performed in whole or in part by third parties.
- 4.6 During the execution of the Agreement, SkillTech and the Client will regularly consult about the state of affairs and the manner in which the Agreement will be performed.
- 4.7 The Client accepts that the time schedule of the work to be carried out may be influenced if the parties agree in the interim to expand and/or change the approach, working method and/or scope of the Agreement and/or the resulting activities.
- 4.8 If SkillTech has indicated a deadline within which it will carry out the work, this term cannot be regarded as a strict deadline.

ARTICLE 5. PAYMENT AND CONSEQUENCES OF NON-PAYMENT

- 5.1 SkillTech will issue invoices periodically. The Client is obliged to pay within the applicable payment term stated on the invoice, without any deduction, discount or set-off. Only payments made by the Client to SkillTech have a liberating effect.
- 5.2 Complaints relating to an invoice must be submitted in writing to SkillTech within 14 calendar days of the invoice date, whereby the burden of proof regarding the timely submission of these lies with the Client. After the expiry of this period, the right to lodge a complaint expires. Moreover, timely invocation of the right to lodge a complaint does not suspend the Client's payment obligations, nor does it give rise to a right of set-off for the Client.
- 5.3 All costs of collection, including the full costs of legal assistance and collection, both in and out of court, will be borne in full by the Client. SkillTech's extrajudicial collection costs, to be calculated on the amount to be collected, will be charged with a minimum of 15% of the principal amount. As soon as legal assistance has been invoked by SkillTech, or the claim has been handed over by SkillTech for collection, this fee will always be charged without any further evidence and will be owed by the Client.
- 5.4 If an invoice from SkillTech is not paid within the applicable payment term, Client will be in default by operation of law from then on without notice of default and will owe interest on the outstanding amount of 1.5% per calendar month, a part of a month counted for a full month.
- 5.5 If, in the opinion of SkillTech, the Client's financial position and/or payment behaviour gives cause to do so, the Client is obliged at SkillTech's first written request:
 - a. authorize direct debit;

- b. provide an advance; and/or
 - c. to provide adequate security for the fulfilment of the obligations towards SkillTech by means of, for example, a bank guarantee or pledge.
- 5.6 In the event that Client does not comply with a request from SkillTech, or if a collection fails, Client will be in default by operation of law without the need for a notice of default. If Client is in default, SkillTech is entitled to suspend the performance of its obligations under the Agreement, or to immediately terminate the Agreement in whole or in part, without SkillTech being liable to pay compensation to Client. All receivables of SkillTech will become immediately due and payable as a result of the termination.
- 5.7 SkillTech reserves the right to adjust its prices as of 1 January or 1 July of each year, based on the Consumer Price Index (CPI) of the Central Bureau of Statistics (CBS) and possibly in connection with (internal) wage (cost) developments and other indexation of direct costs.

ARTICLE 6. RESCISSION AND GENERAL DAMAGES

- 6.1 If Client fails to comply with its obligations under the Agreement between SkillTech and Client, SkillTech is entitled to dissolve the Agreement in whole or in part extrajudicially by means of a letter. The dissolution will only take place after the Client has been informed in writing of the notice of default and has been offered a reasonable period of time to remedy the (serious) shortcoming and compliance has not been performed.
- 6.2 Furthermore, SkillTech is entitled, without any reminder or notice of default being required, to dissolve the agreement in whole or in part out of court by means of a registered letter with immediate effect if:
- The Client applies for a (provisional) suspension of payments or is granted a (provisional) suspension of payments;
 - The Client files for its own bankruptcy or is declared bankrupt;
 - the Client's company is liquidated;
 - The Client ceases its current business;
 - a substantial part of the Client's assets is seized through no fault of SkillTech, or if the Client is otherwise no longer able to fulfil its obligations under the Agreement.
- By dissolution, all claims of SkillTech become due and payable in full at once. SkillTech will therefore be entitled to full compensation, including all costs including the actual costs of legal assistance.
- 6.3 If Client fails to comply with one or more obligations towards SkillTech arising from the Agreement or from these General Terms and Conditions, Client is obliged to compensate SkillTech for all damage that arises directly or indirectly from this non-compliance for SkillTech without the need for a notice of default.
- 6.4 The damage as referred to in article 6.3 is also understood to mean all costs related to this damage for SkillTech, including the actual costs of legal assistance.

ARTICLE 7. GENERAL LIABILITY

- 7.1 SkillTech cannot be held to compensate for any damage that is a direct or indirect result of
- i. (i) an event that is in fact beyond its control and therefore cannot be attributed to its actions and/or omissions, and/or;
 - ii. (ii) any act or omission of the Client, its subordinates, or other persons employed by or on behalf of the Client. In other words: SkillTech is not liable for damage that cannot be attributed to itself and the Client indemnifies SkillTech in this respect.
- 7.2 If the Client is in default in the proper fulfilment of what it is obliged to do towards SkillTech, the Client is liable for all damage on the part of SkillTech caused directly or indirectly as a result.
- 7.3 If SkillTech is liable for any damage, the liability of SkillTech is in any case limited per event to the amount that SkillTech's insurance pays out with regard to the damage. If SkillTech is not insured for the damage in question or does not pay out the insurance in full, SkillTech's liability is limited to the amount invoiced by SkillTech. If the amount charged depends on a time factor, SkillTech's liability is limited to the amount charged by SkillTech to the Client in the month prior to reporting the damage to SkillTech. In the absence of a previous month, the decisive factor is what SkillTech would charge or has charged to the Client in the month in which the damage-causing event took place. SkillTech is never liable for indirect damages, including consequential damages, lost profits and missed savings.
- 7.4 SkillTech has the right at all times to undo any damage suffered by the Client. This also includes the right of SkillTech to take measures that can prevent or limit any damage.
- 7.5 The Client assumes liability and thereby indemnifies SkillTech against any damage suffered by the Worker in the performance of the work.

- 7.6 The Client indemnifies SkillTech against any damage caused by the Worker to the Client, or to third parties, or to their goods.
- 7.7 The Client is obliged to provide adequate, total-covering liability insurance for all direct and indirect damage as referred to in this article.
- 7.8 Fines and/or (additional) levies, imposed on the basis of laws and/or regulations, which are the direct result of the Client's failure to comply with procedures and/or obligations in a correct and/or timely manner, will be charged by SkillTech to the Client and will be paid by the Client to SkillTech without discount or compensation within the set period. The Client indemnifies SkillTech in respect of the provisions of this paragraph.

ARTICLE 8. FORCE MAJEURE

- 8.1 In the event of force majeure on the part of SkillTech, its obligations under the Agreement will be suspended as long as the force majeure situation continues and it will notify the Client thereof. However, this suspension will not apply to obligations to which the force majeure does not relate and which have already arisen before the occurrence of the force majeure situation. 'Force majeure' is understood to mean any circumstance beyond the control of SkillTech, which permanently or temporarily prevents the fulfilment of the Agreement and which should not be at its risk either by law or according to the standards of reasonableness and fairness. During the force majeure situation, SkillTech is not obliged to compensate for any damage from or to the Client, nor is it obliged to do so after termination of the Agreement.
- 8.2 If the force majeure situation has lasted three months or as soon as it has been established that the force majeure situation will last longer than three months, each of the parties is entitled to terminate the Agreement prematurely, without observing any notice period. Even after such termination of the Agreement, the Client is obliged to pay SkillTech the fees owed by it to SkillTech, which relate to the period before the force majeure situation.

ARTICLE 9. SECRECY

- 9.1 SkillTech and Client will not provide confidential information of or about the other party, its activities and relations, which has come to their knowledge pursuant to the Agreement, to third parties, unless – and then to the extent – provision of that information is necessary for the proper execution of the Agreement or they are under a legal obligation to disclose.
- 9.2 SkillTech is not liable for a fine, penalty or any damage suffered by the Client as a result of a breach of this duty of confidentiality by its employees and/or Workers.

ARTICLE 10. INTELLECTUAL

- 10.1 The Client indemnifies SkillTech against claims by third parties with regard to intellectual property rights to data provided by the Client, which are used in the execution of the Agreement.
- 10.2 SkillTech is and remains fully and exclusively entitled to the intellectual property rights (including but not limited to: copyrights, personality rights, design rights and database rights) that rest on Materials.
- 10.3 SkillTech grants the Client the right to use Materials exclusively within and for the benefit of its own organisation, but only after Client has fulfilled all its (payment) obligations under the Agreement.
- 10.4 Without the prior written consent of SkillTech, the Client is not permitted to give Materials for inspection, to publish them or to reproduce them in any way whatsoever outside the circle of persons who, within the framework of the Agreement, belong to persons directly involved in the Agreement.

ARTICLE 11. PRIVACY & IDENTITY VERIFICATION

- 11.1 Within the framework of the Agreement, personal data is exchanged on a regular basis. The Client will treat the personal data that comes to its knowledge in the context of the Agreement confidentially and process them in accordance with the provisions of the General Data Protection Regulation and other relevant legislation.
- 11.2 The Client does not require any data from SkillTech that the latter is not allowed to provide on the basis of the applicable laws and regulations. Furthermore, the Client is responsible – and if necessary liable – that SkillTech is only provided with those personal data if and to the extent that the Client is entitled to do so and has a legally valid basis.
- 11.3 In the context of the provision of Workers, SkillTech is responsible for establishing and verifying the identity of the Workers and is obliged, before the start of the work, to process the necessary (personal) data (and, if applicable, the work permit) pursuant to the Agreement.
- 11.4 In the event of a data breach, where there is a risk of loss or unlawful processing of personal data, the Client is obliged to report it to the Dutch Data Protection Authority. SkillTech will then inform the Workforce concerned.

- 11.5 SkillTech is not responsible or liable for any fine imposed on the Client in the context of the Foreign Nationals Employment Act.

ARTICLE 12. GOVERNING LAW AND DISPUTES

- 12.1 The Agreement between SkillTech and Client is exclusively subject to Dutch law.
- 12.2 Disputes that may arise between SkillTech and the Client as a result of an agreement concluded by SkillTech with the Client will be settled in the first instance by the competent court within the district where SkillTech is established, but not before the parties have made sufficient efforts to settle their dispute in an amicable manner.

CHAPTER 2. CONDITIONS FOR THE PROVISION OF MANPOWER

ARTICLE 13. TERM AND TERMINATION OF THE AGREEMENT

- 13.1 The Agreement is concluded by (written) acceptance by the Client or by SkillTech actually making a Worker available to the Client.
- 13.2 The Agreement is entered into for the duration of the related provision(s) and associated payment obligations. The Agreement, including all payment obligations arising therefrom, can therefore only be terminated when all related provision(s) have been validly terminated. The foregoing shall also apply in the event of dissolution or immediate termination of the Agreement.
- 13.3 As a result of the termination or dissolution of the Agreement, SkillTech is no longer obliged to continue the provision of the Worker(s).

ARTICLE 14. INVOICES AND TIME ACCOUNTING FORMS

- 14.1 SkillTech will issue the invoices to the Client on the basis of (digital) time-accounting forms approved by the Client and the Worker, whereby the Client is responsible for the correct, timely and complete completion and approval of the time-accounting forms, including the correct number of (overtime) hours worked, as well as actual expenses incurred and any surcharge hours.
- 14.2 SkillTech may decide to invoice the Client on the basis of the facts and circumstances known to it. SkillTech will not do this as long as there has not been reasonable consultation with the Client about this.
- 14.3 If the Worker disputes the data on the timesheet form, SkillTech may invoice the number of hours worked and the other costs according to the Worker's statement, unless Client demonstrates that the timesheet form is correct.
- 14.4 Client may pay 20% of a VAT reverse charge invoice and 25% of a 21% VAT invoice of SkillTech to the G account of SkillTech.
- 14.5 In the event of a discrepancy between a time sheet submitted to SkillTech and the copy thereof retained by the Client, the copy submitted to SkillTech will be deemed correct, unless the Client demonstrates otherwise.
- 14.6 SkillTech is entitled to issue invoices to Client regarding payment obligations of Client arising from the provisions of the Agreement and/or these General Terms and Conditions, but which are not related to a time sheet form.

ARTICLE 15. PROVISION OF LABOUR

- 15.1 The specific conditions under which Labourer(s) will be made available to the Client will be agreed upon in an additional letter, which forms an integral part of the Agreement, or qualifies as a stand-alone Agreement regarding an individual provision.
- 15.2 If, due to a special circumstance on the part of the Client, a Worker will not be able to perform the agreed work, the Client will notify both SkillTech and the Worker of this at least four days in advance. If the Worker is employed on the basis of an on-call contract within the meaning of Section 7:628a of the Dutch Civil Code, the Client will owe the rate for the number of hours related to the original call-up if it changes or cancels the call within four days prior to the original start date of the Worker's work.
- 15.3 The Client is not entitled to temporarily suspend the employment of the Worker in whole or in part, unless there is force majeure within the meaning of Article 6:75 of the Dutch Civil Code.
- 15.4 Client shall not in turn make the Worker made available to a third party without the written permission of SkillTech. A violation of this paragraph will result in SkillTech being entitled to immediately terminate the provision of the Worker and/or the Agreement, as well as to charge the Client for all resulting or related damages. In that case, the Client must fully indemnify SkillTech.

- 15.5 The Worker performs the work for the benefit of the Client on the basis of a civil-law employment relationship pursuant to Article 7:610 in conjunction with Article 7:610 of the Labour Force. Article 7:690 of the Dutch Civil Code, i.e. the Worker performs the work for the Client on the basis of a contract for services pursuant to Article 7:400/7:750 of the Dutch Civil Code. This is specified for each Worker.

ARTICLE 16. FUNCTION AND WORKING TIME

- 16.1 The position of the Worker, as well as the terms and conditions of employment, hours and hours of employment, can be adjusted during the Agreement in accordance with the wishes of the Worker, if the Worker can reasonably claim the adjustment and does, with an appeal to good employment practices or to (upcoming) laws and regulations, the collective bargaining agreement ('CAO') or case law applicable to SkillTech.
- 16.2 If and to the extent that SkillTech suffers direct or indirect damage because the job description provided in the Agreement does not correspond to the position actually performed or because the job description (provided and) adjusted later does not correspond to the position actually performed, as well as if the working hours, number of working hours and rest periods determined by the Agreement or adjusted later deviate, The Client is obliged to fully compensate SkillTech for such damage, as well as fines pursuant to Article 18 paragraph 2 of the Minimum Wage and Minimum Holiday Allowance Act, including costs, including the actual costs of legal assistance.
- 16.3 If the employment contract of the Worker also qualifies as an on-call contract within the meaning of Article 7:628a of the Dutch Civil Code, then SkillTech is obliged to make the Worker an offer for a fixed amount of work including an obligation to continue to pay wages after 12 months, whereby the fixed working hours must be at least equal to the average number of hours worked in the preceding 12 months. In the event that the fixed scope of work is accepted by the Labourer, the rate will be calculated on the basis of the fixed number of hours worked and not the actual number of hours worked.
- 16.4 If it is established that the work actually performed by the Worker should reasonably lead to a higher wage for the Worker and a correspondingly higher rate compared to the job description provided by the Client, SkillTech will correct the rate accordingly and Client will owe this corrected rate (with retroactive effect) to SkillTech.
- 16.5 SkillTech is in any case entitled to unilaterally adjust the rate during the term of the Agreement if the gross salary has to be increased as a result of a mandatory adjustment of the salary, a statutory wage increase, if the costs of the agreed work increase as a result of increased employer's costs and/or if the direct or indirect costs associated with making the Worker available increase in the meantime, whether or not on the basis of the applicable collective labour agreement.
- 16.6 SkillTech is entitled to pass on mandatory, one-off or non-one-off, special payments to the Worker to the Client, unless these have already been included in the rate.

ARTICLE 17. WORKING CONDITIONS

- 17.1 The Client shall compensate the Worker and SkillTech for all damage (including costs including the actual costs of legal assistance) suffered by the Worker in the performance of his or her work, or SkillTech, unless the Client proves (in court) that it has fully fulfilled its duty of care pursuant to Article 7:658 of the Dutch Civil Code and Article 7:611 of the Dutch Civil Code or that the damage is to a large extent the result of intent or deliberate recklessness on the part of the Worker.
- 17.2 If the industrial accident leads to death, the Client is obliged to pay all damage (including costs including the actual costs of legal assistance) under the aforementioned conditions in accordance with Article 6:108 of the Dutch Civil Code to the persons referred to in that article, including the provisions of Article 7:674 of the Dutch Civil Code.
- 17.3 Client is obliged towards SkillTech to fully comply with all obligations as referred to in this article and indemnifies SkillTech at all times and in full against claims in this regard, including those of the Workers and/or third parties and all associated costs, including the wage costs of the Employee, actual costs of legal assistance asserted against SkillTech in respect of the non-fulfilment of any aforementioned obligation, without prejudice to any other (claim) rights of SkillTech against the Client. Salary payments of the Worker also include any ZW benefits, which SkillTech – if it qualifies as a self-risk bearer for the Sickness Benefits Act – must pay to the (former) Worker.
- 17.4 If the Worker does not maintain a formal legal relationship with SkillTech, but has been hired in and on by SkillTech, the Client agrees to the circumstance that this article can be invoked directly by the party with whom the Worker maintains a formal legal relationship (third-party clause).

ARTICLE 18. REMUNERATION OF WORKERS

- 18.1 The wages and allowances of the Workers are determined in advance of the posting and, if necessary, during the posting and are equal to the wages and allowances granted to comparable persons, working in the same or equivalent positions, in the service of the Client (the so-called 'hirer's remuneration'), which includes the following components:
- a. only the applicable period wage in the scale;
 - b. the applicable reduction in working hours. This can be compensated in time and/or money at the discretion of the SkillTech;
 - c. allowances for overtime, for working irregularly (including public holidays), shifted 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 dangerous substances, or dirty work);
 - d. initial wage increase;
 - e. tax-free expense allowances: travel expenses, pension expenses and other expenses necessary for the performance of the job;
 - f. Periodicals;
 - g. compensation for travel hours or travel time related to the work;
 - h. one-off special allowances;
 - i. Recurring benefits (such as a 13th month, end-of-year bonus, etc.).
- 18.2 Rate changes as a result of collective bargaining obligations and changes in or as a result of laws and regulations, such as tax and social security laws and regulations, will be passed on to the Client from the time of those changes and will be payable by the Client accordingly, even if these changes occur during the term of an Agreement.
- 18.3 SkillTech is entitled to correct the hirer's remuneration, as well as the related rate (see article 19 of these General Terms and Conditions) with retroactive effect and to charge it to the Client if it appears that (one of) the components has been incorrectly determined.
- 18.4 If the employment contract of the Worker qualifies as a payroll agreement within the meaning of Article 7:692 of the Dutch Civil Code, then SkillTech is entitled to additionally charge the additional wage components due as referred to in Article 8a of the Allocation of Workers by Intermediaries Act to the Client, from the moment of payment to the Employee, or in that case payroll employee.

ARTICLE 19. TARIFF

- 19.1 The Client owes a fee to SkillTech for the provision of the Workers.
- 19.2 The rate is directly related to the wage costs of the Worker that has been made available to the Client. SkillTech is entitled to adjust the rate at the time and with effect of a change in the wage costs.
- 19.3 One-off payment, periodic payments (13th month, end-of-year bonus, etc.) and/or severance/transition payments are not included in the rate and will be charged additionally to the Client, unless otherwise agreed between SkillTech and the Client.
- 19.4 Upon dissolution, all claims of SkillTech become due and payable in full at once, including the rate to be calculated over the reasonably expected duration of the provisions related to the Agreement. SkillTech will therefore be entitled to full compensation, including all costs including the actual costs of legal assistance.

ARTICLE 20. CONTINUED PAYMENT IN THE EVENT OF ILLNESS

The Worker who is ill is entitled to wages during illness during the term of his employment contract. In principle, the continued payment of wages during illness is at the expense and risk of SkillTech. However, the Client is obliged to cooperate with any reintegration obligations of SkillTech and – if requested – to make an effort to offer a reintegration place to the Worker.

ARTICLE 21. DURATION AND TERMINATION OF THE POSTING

- 21.1 The Client will inform SkillTech about the intended duration of the posting, on the basis of which SkillTech can determine the nature and duration of the employment contract with the Worker.
- 21.2 SkillTech concludes individual employment contracts with the Workers on the basis of Article 7:690 of the Dutch Civil Code and the Collective Labour Agreement. In connection with its obligation to give notice to the Worker Client, SkillTech may request Client at least five weeks before the end of the fixed-term employment contract to indicate whether the Client intends to continue the posting. In that case, the Client is obliged to indicate within three days whether it wishes to continue the provision. Failure to inform SkillTech in a timely manner, or failure to do so correctly, will result in Client having to reimburse SkillTech in full for the costs related to the fee pursuant to Article 7:668 of the Dutch Civil Code.

- 21.3 If the Client wishes to terminate the provision of a Worker, the Client must make this wish known to SkillTech in writing, stating the reason for termination and substantiating this.
- 21.4 If the reason for the termination lies in a dispute with the Worker, or a conflict situation, the Client must inform SkillTech of this in a timely manner. SkillTech will then investigate whether the dispute or conflict situation can be resolved.
- 21.5 If the employment contract provides for a temporary employment clause, SkillTech, the Worker and/or the Client do not have to observe a notice period for the first 26 weeks if they wish to terminate the posting prematurely. After 26 weeks, the Client must observe a notice period of 10 days, under penalty of payment of the rate for the number of days not observed.
- 21.6 If the employment contract of the Worker does not provide for a temporary employment clause, it is an employment contract for a definite or indefinite period. If the Worker has a fixed-term employment contract, the posting can be terminated with due observance of a notice period of 1 month. If the Worker has an employment contract for an indefinite period, the posting can be terminated with due observance of a notice period of 2 months. Until the end of the posting, the rate multiplied by agreed or usual work pattern is due to SkillTech, regardless of whether the Worker actually performs work.

ARTICLE 22. DIRECT EMPLOYMENT RELATIONSHIP

- 22.1 The Client is only entitled to enter into an employment relationship with the Worker in question within twelve months after the termination of a Worker engaged by the Client, if the conditions set out in this article are met.
- 22.2 The Client shall notify SkillTech in a timely manner and in writing of its intention to enter into an employment relationship with a Worker, before implementing this intention, all this under penalty of a fine of € 25,000. The parties will then enter into consultation to discuss the Client's wishes.
- 22.3 If the Client wishes to enter into an employment relationship with a Worker who is made available to him, the Client will owe a fee to SkillTech in connection with the provision, recruitment and (possibly) training of the Worker. SkillTech only provides high-quality personnel, which implies very high recruitment costs and ongoing (training) costs. In addition, the provision of Workers qualifies as SkillTech's *raison d'être*. In that context, the Client owes SkillTech a (reasonable) compensation of € 10,000 if an employment relationship is entered into with a Worker within 52 weeks after the start of the work for the Client. After this period of 52 weeks, the Client will owe a (reasonable) compensation of € 5,000 to SkillTech if an employment relationship is entered into with a Worker. After a period of 104 weeks, a Worker can be taken on free of charge.
- 22.4 This article also applies if a Worker has been introduced to the Client, but where the Worker has ultimately not performed any actual work or no assignment has been concluded. The day on which the Worker is presented to the Client shall then be deemed to be the day on which the work commenced, on the basis of which the remuneration as referred to in this article will be calculated.
- 22.5 Other types of employment relationship within the meaning of this article include, but are not limited to:
- a. appointment as a civil servant;
 - b. the contract for services;
 - c. contracting of work;
 - d. having Worker Power made available to the Client by a third party (e.g. another company) for the same or different work;
 - e. entering into any employment relationship by the Worker with a third party for the same or different work, whereby the Client and that third party are connected in a group or one is a subsidiary of the other, or if the Client has on-loaned the Worker and the Worker ultimately enters into an employment relationship with the third party to whom he was ultimately made available.
- 22.6 The Client is also prohibited from inducing Workers to enter into an employment contract or another type of employment relationship with another company, with the intention of hiring the Workers through this other company.
- 22.7 If the Worker does not maintain a formal legal relationship with SkillTech, but has been hired in and on by SkillTech, the Client agrees to the circumstance that this article can be invoked directly by the party with whom the Worker maintains a formal legal relationship (third-party clause).

ARTICLE 23. WORKFORCE SELECTION

- 23.1 During the term of the Agreement, SkillTech is entitled to make a proposal for replacement of the Worker, for example if the Worker is no longer able to perform work, or in connection with a reorganization or reassignment obligation to be carried out.
- 23.2 SkillTech does not attributably fail to pay the Client and is not obliged to compensate the Client for any damage or costs if, for whatever reason, SkillTech is unable to make a (replacement) Worker available to the Client (any- more), or at least not (anymore) in the manner and to the extent as agreed upon in the Agreement or subse- quently agreed.
- 23.3 SkillTech will not process non-job-related requests from the Client regarding the Worker, more specifically re- quests that may result in prohibited discrimination.

CHAPTER 3. PLACEMENT OF SELF-EMPLOYED PERSONS

The provisions of Chapter 3 apply to the Worker who performs the work for the Client as a self-employed person.

ARTICLE 24. START OF WORK FOR SELF-EMPLOYED PERSONS

- 24.1 The Agreement / placement of the self-employed person is established by (written) acceptance of the Client or by SkillTech actually placing a self-employed person in the Client.
- 24.2 At the request of the Client, Provide SkillTech with an extract from the trade register of the Chamber of Com- merce from the trade register, as well as the VAT number of the self-employed person. The Client must check the identity of the self-employed person prior to the work and observe the relevant rules of the GDPR.

ARTICLE 25. ACTIVITIES OF SELF-EMPLOYED PERSONS

- 25.1 SkillTech can place a self-employed person with the Client, which self-employed person must be deemed capable of performing the activities related to the Agreement independently and at its own discretion. With each posting/placement, SkillTech will indicate whether the Worker will carry out the work as an employee (temporary worker) or self-employed person.
- 25.2 SkillTech will enter into a contract for services with the self-employed person, which complies with or is in accordance with the model intermediary agreement approved by the Tax and Customs Administration (no. 90821.25537.3.0). The Client must act in accordance with the provisions of the aforementioned model agreement.
- 25.3 The self-employed person will observe the care of a good contractor in the execution of the work and guarantees that the work to be performed will be carried out in a professional manner, as well as that the results will meet the agreed specifications. If the work is not carried out to the satisfaction of the Client, SkillTech is not responsible for this. To this end, the Client must address the self-employed person directly. The self-employed person has his own responsibility and is therefore fully responsible and, if necessary, liable to the Client for the manner in which the work is carried out.
- 25.4 The self-employed person will carry out the work by using his own company assets/tools and/or materials (hereinafter referred to as: 'aids'). In the event that the Client's aids are necessary for the performance of the work, the costs thereof are deemed to have already been included in the rate.
- 25.5 The Agreement has been entered into with a view to the person of the self-employed person, on the basis of which the Worker is in principle obliged to perform the work himself. In the event of a long-term absence, the self-employed person may propose a competent replacement, after which the Client must agree to this, unless the Client has well-founded reasons to refuse the replacement.
- 25.6 Within the framework of the work to be performed, the self-employed person is free in the way in which they are performed. There is emphatically no relationship of authority under employment law between the self- employed person on the one hand and SkillTech and/or the Client on the other. However, the Worker is obliged to comply with timely and justified instructions from the Client regarding the result of the Agreement. Insofar as this is necessary for the performance of the work, coordination with the Client will take place in the event of cooperation with third parties, so that it will run optimally. If necessary for the work, the self-employed person will refer to the working hours of the Client.
- 25.7 The self-employed person is emphatically not in an employment law relationship with SkillTech and is aware that there is also no employment law relationship of authority with the Client. In this capacity, the self- employed person and the Client are obliged to shape the actual work situation (in which SkillTech has no role whatsoever), taking into account the following principles:
 - a. The Client is not entitled to direct and/or supervise the work of the self-employed person.

- b. The Client is not entitled to conduct performance interviews with the self-employed person. Any consultations should focus solely on the outcome of the work.
 - c. The Client will not handle complaints from third parties about the activities of the self-employed person and must refer these third parties to the self-employed person.
 - d. The Client will not provide any education/training for the benefit of the self-employed person.
 - e. The Client may not prevent the self-employed person from working for several clients at the same time.
- 25.8 The Client is obliged to immediately notify SkillTech of facts and/or circumstances that could lead to the opinion of the Tax and Customs Administration that there is no longer any question of independence, including but not limited to a circumstance that is in conflict with the provisions of Article 24.7 of these General Terms and Conditions.
- 25.9 SkillTech is not involved in the actual work that the self-employed person performs on behalf of the Client. In that context, the Client indemnifies SkillTech against any possible claim and/or damage related to costs, statutory interest, tax interest, as well as penalties and increases, which are a result of an additional payroll tax assessment by the Tax and Customs Administration on the basis of a private-law or fictitious employment relationship with regard to the deployment of the self-employed person.

ARTICLE 26. INVOICING

- 26.1 SkillTech will issue the invoices to the Client on the basis of (digital) time-accounting forms approved by the Client and the self-employed person.
- 26.2 SkillTech may decide to invoice the Client on the basis of the facts and circumstances known to it. SkillTech will not do this as long as there has not been reasonable consultation with the Client about this.
- 26.3 If the self-employed person disputes the data on the time-accounting form, SkillTech may invoice the number of hours worked and the other costs according to the self-employed person's statement, unless the Client demonstrates that the time-accounting form is correct.
- 26.4 In the event of a discrepancy between a timesheet form submitted to SkillTech and the copy thereof retained by the Client, the copy submitted to SkillTech will be deemed correct, unless the Client proves otherwise.

ARTICLE 27. TAKEOVER OF SELF-EMPLOYED PERSON

- 27.1 If the Client wishes to enter into or enter into an employment relationship with a self-employed person who is made available to him, or has been proposed to the Client by SkillTech, this is only permitted with the written consent of SkillTech.
- 27.2 If Client acts in violation of Article 27.1, Client will owe SkillTech a fine of € 10,000, to be increased by a fine of € 1,000 for each day that the violation continues.
- 27.3 Other types of employment relationship within the meaning of this article include, but are not limited to:
- a. appointment as a civil servant;
 - b. the contract for services;
 - c. contracting of work;
 - d. having Work Power made available or placed to the Client by a third party (e.g. another company) for the same or different work;
 - e. entering into any employment relationship by the Worker with a third party for the same or different work, whereby the Client and that third party are connected in a group or one is a subsidiary of the other, or if the Client has on-loaned the Worker and the Worker ultimately enters into an employment relationship with the third party to whom he was ultimately made available.

ARTICLE 28. FINALLY

- 28.1 The content and purport of Article 17 applies mutatis mutandis to the self-employed person, if and to the extent required in accordance with the qualification of the employment relationship of the self-employed person.
- 28.2 The placement of a self-employed person can be terminated by the Client with due observance of a notice period of one month. During the notice period, the Client is obliged to have the self-employed person perform the work in accordance with the usual work pattern and to continue to comply with SkillTech in accordance with the rate.
- 28.3 If the self-employed person legally qualifies as an employee/temporary worker, the provisions of Chapter 2 apply to the Agreement in full and, if necessary, retroactively.