

General Purchase Terms and Conditions Circle8 (December 2022)

These are the General Purchase Terms and Conditions of De Staffing Groep Nederland B.V. (trading under the name of Circle8). These terms and conditions relate to the execution of work by

- (i) personnel in salaried employment of and/or by
- (ii) the (independent) sole trader(s) contracted and seconded by the other party to the contract of Circle8.

Article 1. Definitions:

Principal:	De Staffing Groep Nederland B.V. (hereinafter referred to as "Circle8").
Provider:	A natural person or legal entity, who/which concludes an agreement with the Principal, or who/which the Principal considers to conclude an agreement with. The Provider makes an Executive Party available, whereby the Provider acts as the supplier or the intermediate party to whom an employee is seconded.
Parties:	The Principal and the Provider jointly.
The Executive Party:	An employee made available by the Provider to the Principal for the execution of work.
Customer:	An organisation which has an agreement with the Principal in order to be able to have the temporary deployment of the Executive Party available for the execution of work at the Customer.
Agreement:	The agreement between the Provider and the Principal, in which basic arrangements are specified with regard to the work to be executed and which these General Purchase Terms and Conditions apply to.
Project:	The further specific and more concrete description in the Agreement of the work to be executed and/or the result to be achieved from that work if applicable.
Time sheets:	A timesheet or hourly timesheet completed by the Executive Party or other method of time recording of the hours worked by the Executive Party at the Customer, which can be presented to the Customer for approval.
Application:	The request from the Principal for the provision of an Executive Party.

Article 2. Applicability:

- 2.1. These General Purchase Terms and Conditions apply to all Applications and assignments from the Principal, offers and tenders from the Provider and Agreements between Parties, whereby the Provider makes an Executive Party available via the Principal for the execution of the work at the Customer.
- 2.2. Derogations from these General Purchase Terms and Conditions are only valid if these have been expressly agreed in writing between the Principal and the Provider. Such derogations exclusively apply to the case concerned and no rights can be derived therefrom for other or future agreements between Parties.
- 2.3. Any terms and conditions (of supply) of the Provider, or which the Provider refers to, do not apply.
- 2.4. In the event of conflict between the documents applicable between Parties, the following order of priority will apply:
 - a. The Agreement, including appendices and addendums, whereby the appendices/addendums prevail over the Agreement;
 - b. The Application;
 - c. The General Purchase Terms and Conditions.

Article 3. Coming into effect of the Agreement:

- 3.1. An Agreement will come into effect at the time when this is signed by the Principal to confirm approval and returned and received, or in the manner referred to in article 3.2 of these General Purchase Terms and Conditions.
- 3.2. If the Provider does not return a signed copy of the Agreement to the Principal prior to the commencement of the work by the Executive Party, and Agreement will still come into effect at the time when the Executive Party commences, on behalf of the Provider, the execution of the work at the Customer.
- 3.3. Prior to the coming into effect of an Agreement in the manner as determined in subclause 1 and subclause 2 of this article the Provider cannot derive any rights from an Agreement.

Article 4. Rate:

4.1. The hourly rate is expressed in Euro and applies as "all-in", therefore including travel, accommodation and other business expenses, as well as but not limited to salary, training/education and supervision, recruitment and selection overhead, support work, use of equipment, telephone, data bundles, Certificate of Good Conduct (if required by the Customer), parking costs, home-working allowance, insurance, social security costs, invalidity insurance, pension, transition payment, management costs and gross margin or allowance for profit and all payments and taxes related to labour in whatsoever form. The hourly rate will be set out in the Agreement.

4.2. A rate change can only be implemented after consensus in writing between Parties. The Provider is not permitted to negotiate directly with the Customer regarding the rate or to make that subject of discussion with the Customer. This provision can be derogated from in the Agreement between the Principal and the Provider if that has also been agreed in the contractual relationship between the Customer and the Principal.

4.3. If and insofar as pursuant to the applicable Collective Labour Agreement or statutory provision applicable at the Customer and also expressly agreed by the Principal with the Customer, an additional rate for overtime will apply between the Principal and the Provider if the Executive Party regularly or fairly regularly must execute the work at working hours other than those usually executed on Monday up to and including Friday from 08:00 hours to 18:00 hours, for travel expenses, or stand-by services or another work-related payment will be agreed and specified in the Agreement in the manner as specified between the Customer and the Principal.

4.4. Only the hours actually worked by the Executive Party and approved by the Customer are eligible for payment. The Principal will not owe any payment to the Provider for the hours during which the Executive Party does not execute the work due to sickness, leave of absence, or another circumstance to be attributed to the Provider, or the Executive Party.

4.5. If a daily reimbursement has been agreed, the Principal will owe this daily reimbursement to the Provider if the Executive Party has executed the work in conformity with the Agreement on that day and the Customer has approved this, unless the Executive Party does not execute the work due to illness, leave of absence or any other circumstance attributable to the Provider or the Executive Party, in which case the Principal will not owe any payment to the Provider.

4.6. The Principal will not owe any payment for the work that is executed prior to the commencement date or after the end date of the Agreement, unless agreed otherwise in writing.

Article 5. Timesheets, invoicing and payment:

5.1. The Provider will be responsible for ensuring the proper recording of timesheets by the Executive Party in the manner required by the Customer. This timesheet will be definitive once this has been approved by a person authorised by the Customer. The accounting for the hours is necessary for the business operations of the Principal and the Customer to make the inspection of the invoices to be submitted possible.

5.2. The approved timesheet as well as the (extended) Agreement form the basis of the invoicing by the Provider to the Principal. Only after the Principal has informed the Provider that the timesheet has been approved by the Customer, or once the Provider has a timesheet approved by the Customer, can the Provider proceed with invoicing.

5.3. The Provider will invoice per calendar month. The invoice must be sent no later than within 2 weeks after the expiry of the calendar month concerned by the Provider by email in PDF format (or another agreed format) to the Principal. The date of receipt is the guiding principle hereby.

5.4. The invoice from the Provider will only be dealt with if the timesheet approved by the Customer is enclosed as an appendix to the invoice, unless agreed otherwise.

5.5. The invoices from the Provider must meet the statutory requirements, and must be drawn up per Executive Party and Customer, as well as with statement of the identity/name of the Executive Party, the number of the Executive Party, the account payable number, the number of hours worked and approved by the Customer, the rate, the month and the year during which the work has been executed.

5.6. The invoices from the Provider must be drawn up in the Provider's correct legal entity and must be addressed to the Principal's correct legal entity, being the entity with which the Agreement is concluded.

5.7. Following the receipt of the invoices that meet the requirements as set out in this article these will be paid by the Principal to the Provider within the payment term specified in the Agreement. If no payment term has been agreed between the Principal and the Provider, a payment term will apply as agreed between the Customer and the Principal plus five working days.

5.8. In the event of a difference of opinion regarding the accuracy of the invoice, the hourly timesheet and/or the hours worked, Parties will inform each other thereof and Parties will enter into consultation as soon as possible. In that event the payment term referred to in subclause 7 of this article will commence as soon as Parties have reached consensus regarding the accuracy of the invoice, or the Principal has received the corrected invoice sent by the

Provider.

5.9. No payment will be owed if the Principal has still not been given the possession of a) the requested documents as referred to in article 6 subclause 1 of these General Purchase Terms and Conditions, b) the requested documents as further recorded in the (appendices to) the Agreement, as well as c) the Agreement signed by both Parties.

5.10. The invoicing for the hours worked and approved by the Customer must always take place no later than within six (6) months after the end of the month during which the work was executed by the Executive Party, at the risk of the lapsing of the obligation of payment on the part of the Principal, unless reasonableness dictates otherwise.

5.11. If the Customer fails to pay an invoice from the Principal for the deployment of the Executive Party, the Principal will not be obliged to pay the corresponding invoice from the Provider, unless the reason for the Customer's failure to pay or to pay in full to the Principal is attributable to or within the control of the Customer or is attributable to or within the control of the Provider. In addition to this, between the Provider and the Principal, the default risk of non-payment or incomplete payment by the Customer of invoices from the Principal and those from the Provider to the Principal lies entirely with the Provider. The Principal undertakes towards the Provider to make the utmost endeavours to find out why the Customer does not pay and will make endeavours to still obtain payment in full.

Article 6. Obligations of the Provider

6.1. The following documents must be submitted in any event to the Principal prior to the commencement of the work:

- a) The (screening) documents as included in the Agreement and required by the Customer for the execution of the work;
- b) A fully (truthfully) completed and signed Declaration of Identity for externals applicable to the Executive Party which data will be processed solely for the purpose of limiting and/or excluding risks at the Principal and indirectly those of the Customer on the basis of statutory liability in the event of hirer's liability or vicarious tax liability;
- c) A certified copy of the Provider's registration with the Ch. of Comm. and, if applicable, also of the supplier(s) of the Provider, which copies must be dated less than six (6) months;
- d) A copy of the G account agreement with the Tax and Customs Administration;
- e) From Providers under foreign law and established abroad the Principal can request additional documentation, which must be supplied by those Providers in a timely manner.

6.2. The Provider is not permitted to have somebody other than the appointed Executive Party execute the work, unless this is with permission from the Principal and the Customer.

6.3. The Provider undertakes to instruct the Executive Party to use the operating resources, provided in loan for use by the Customer, with due care and in accordance with the rules, regulations and instructions applicable at the Customer's business, as well as to immediately return these into the possession of the Customer after the end of the Project.

6.4. The Provider and therefore also the Executive Party will execute the work as they see fit and under their responsibility and will thereby include working instructions from the (End) Customer with regard to the work to be executed and/or the result of the assignment in the execution of the work with the objective of executing the assigned tasks as a good provider by virtue of executing that work under the supervision and management of the Customer, or by virtue of being a Principal as referred to in Section 402 Book 7 of the Civil Code.

6.5. The Provider guarantees the agreed availability, quality, motivation and expertise of the Executive Party.

6.6. In the event of (foreseeable) failure on the part of the Executive Party in the execution of the Project, the Provider, or the Executive Party, will be obliged to immediately report this to the Principal as well as the Customer, in order to make a suitable and adequate response possible.

6.7. The Provider guarantees that the applicability of the terms and conditions under these General Purchase Terms and Conditions, which relate to the Executive Party, will also be agreed with the Executive Party or, if applicable, with its supplier(s) and its Executive Party.

6.8. If the Provider makes workers available within the meaning of the Placement of Personnel by Intermediaries Act, the Provider must fulfil the obligations imposed by this Act and must be registered in that capacity. The Provider guarantees that the Provider's supplier(s) are correctly registered within the meaning of the Placement of Personnel by Intermediaries Act.

6.9. The Provider guarantees, in the event of the supply/secondment of Executive Parties in salaried employment, that it will comply with all its statutory obligations related thereto, including in any event, but not limited to those ensuing from the Placement of Personnel by Intermediaries Act, more specifically, the obligations ensuing from the Placement of Personnel by Intermediaries Act or subsequently other statutory basis ensuing from the user company remuneration, the Foreign Nationals (Employment) Act, the Labour Market Fraud (Bogus Schemes) Act and any applicable Collective Labour Agreement. The Provider will be responsible for ensuring the recording of all terms of employment arrangements with the Executive Party, in a transparent and accessible manner and will, upon request,

inform the competent authorities thereof and will provide access thereto to the competent authorities, and will provide cooperation to inspections/audits with regard to these terms of employment arrangements. The Provider will provide, upon first request, to an audit to be conducted at the Principal, but no later than within 5 working days, the implementers of that audit with access to these terms of employment arrangements if the authority charged with the audit deems this necessary. In the event that the Provider does not fulfil these obligations and the Principal and/or the Customer is sued for this, the Provider will fully indemnify the Principal as well as the Customer against the damage ensuing therefrom. Any financial penalties ensuing therefrom will be reported as soon as possible after receipt by the Principal to the Provider. The Provider will be responsible for ensuring payment in a timely manner (within 5 weeks after the date of the fining decision) to the Principal. If payment is not made in time, the Provider will owe a financial penalty to the Principal in accordance with article 15.

6.10. The Provider will be obliged, on the Provider's own initiative, to return all tools, workwear, equipment and software, data carriers, relevant information and/or copies thereof and documents and/or copies thereof of the Principal and/or the Customer, which have been made available to the Executive Party and/or Provider and which the Executive Party has developed for the Customer during the Agreement, within 5 working days after the end of the Agreement (including extensions of the Agreement) to the Principal and/or Customer and/or remove these from its own computer systems and not to retain these (in any form whatsoever). The Provider guarantees that the Executive Party will adhere to this arrangement. Before or on the day of termination of the Agreement, the Provider and/or Executive Party will be obliged to make arrangements with the Executive Party's contact person at the Customer related to the (knowledge) transfer and, if required, the safeguarding of the continuity of the result of the work executed by the Executive Party.

Article 7. Execution of the work:

7.1. During the execution of the work the Provider as well as the Executive Party to be deployed by the Provider will strictly comply with the rules of conduct and/or company rules applied by the Customer, insofar as this is important or necessary for the execution of the work. If the Provider and/or the Executive Party do not comply with these rules, the Provider will incur a financial penalty to the Principal in accordance with article 15 of these General Purchase Terms and Conditions, whereby the Principal also retains the right to claim compensation in full.

7.2. The Provider guarantees that the work will be executed by the Executive Party in a competent manner, to the best of the Executive Party's knowledge and ability and that the knowledge and skills of the Executive Party will meet the agreed (or in the absence thereof: reasonably will meet) the technical knowledge set out in the Application.

7.3. During the execution of the work the Executive Party will report to a, to be determined later, contact person/project leader at the Customer.

7.4. In the event that an Executive Party is in salaried employment, the work will be executed in the manner required by the Customer and at the location and during the usual office hours of the Customer, unless agreed otherwise in the Agreement. No other rate applies to work outside office hours, unless agreed otherwise in writing in the Agreement.

7.5. In the event of an Executive Party in salaried employment, the Principal/Customer can designate a number of working days per calendar year as days during which no work can be executed for the Customer, without the Principal owing any payment for this to the Provider. The Principal will inform the Provider as soon as possible of this.

7.6. For taking leave of absence and/or holidays during the term of the Agreement, the Executive Party in salaried employment will first enter into consultation with the Customer and after permission from the Customer will inform the Principal accordingly, following which the requested leave of absence of the Executive Party can be recorded.

7.7. Reporting sick or unforeseen absence otherwise must take place, if possible, the day prior to the next working day, or before 08:00 hours on the working day concerned to the Customer.

7.8. The Provider will be responsible for ensuring that the Executive Party will promptly report complaints with regard to the workplace and/or the working conditions, which could result in health problems, in writing to the Customer and/or the Principal, and has made sound arrangements regarding this with the Executive Party.

Article 8. Continuity and Replacement:

8.1. If it appears that the performance of the Executive Party involved is unsatisfactory, or not in conformity with the expectations of the Customer, and the (hiring) agreement is terminated between the Customer and the Principal, the Agreement between Parties will end by operation of law. The hours already worked can be invoiced after approval by the Principal/Customer. This termination will not result in any liability for compensation on the part of the Principal and/or Customer towards the Provider or the Executive Party. In the last case the Provider hereby indemnifies the Principal against claims of the Executive Party due to these claims.

8.2. The Provider will make contact with the Principal if and as soon as it can be expected that a deployed Executive

Party, will not be available on reasonable grounds for the execution of the work, whether or not temporarily. If the absence will continue (foreseeable) for more than 5 days, the Principal will have the right to terminate the Agreement with immediate effect.

8.3. If the situation as referred to in subclause 1 or subclause 2 of this article occurs, Parties and the Customer will enter into consultation to consider whether the Provider can provide a replacement. The Principal has the right to request replacement, whereby the Provider can propose a suitable Executive Party at the same or a lower rate. The Customer must provide permission in writing for this replacement. At the replacement of the Executive Party the induction costs of the replacement charged by the Customer to the Principal will be at the expense of the Provider.

8.4. During prolonged absence of the Executive Party as referred to in the previous subclause, the Provider undertakes to recommend measures for safeguarding the uninterrupted progress of the work.

8.5. The Provider will not be entitled to proceed with replacement of the Executive Party, unless this is upon the request from the Principal/Customer as referred to in subclause 1 or subclause 2 of this article.

8.6. A new Agreement will be drawn up if replacement is proceeded with.

Article 9. Duration and termination:

9.1. The Agreement is entered into for a fixed period and/or for the duration of the Project, if applicable, as set out in the Agreement and will terminate by operation of law, without the requirement of notice of termination, due to the expiry of the agreed time or due to the end of the Project.

9.2. Interim termination of the Agreement by the Provider is not possible, unless an option of interim termination has been agreed in writing in the Agreement. In that case the termination by the Provider will always take place with due regard to a notice of termination period to be further agreed.

9.3. The envisaged end date will be recorded in the Agreement. If a change stated by the Customer with regard to the duration of the Project takes place as a result of which the duration of the (hiring) agreement between the Principal and the Customer is changed, the envisaged end date of the Agreement agreed between Parties will be changed accordingly under the same other terms conditions.

9.4. The Agreement will terminate by operation of law, without the requirement of notice of termination, if and as soon as:

a) the (hiring) agreement between the Principal and the Customer, on the basis of which the Agreement was concluded, terminates for any reason whatsoever. The Provider realises that this can entail that the Provider can be confronted - without any notice of termination period - with the sudden end of the Agreement, regardless of any notice of termination period agreed in the Agreement. Having regard to the sector in which Parties operate and the position that the Principal holds therein, this risk is unavoidable;

b) the acts and/or conduct of the Executive Party can be regarded as an unlawful act, and/or in the opinion of the Principal and/or the Customer is/are in conflict with the standards of reasonableness and fairness and/or is/are of such a nature that the Principal/Customer can no longer reasonably be required to continue the Assignment;

c) The employment between (the supplier of) the Provider and the Executive Party is cancelled for any reason whatsoever during the term of the Agreement;

d) a situation as referred to in article 8.1 occurs.

9.5. Parties have the right to unilaterally terminate the Agreement wholly or partly in the interim and, if necessary, with immediate effect, by means of a statement in writing, if:

a) the other Party justifiably relies on force majeure and it is expected that the force majeure period will last for fifteen days or longer;

b) the other Party is declared bankrupt or goes into liquidation, applies for moratorium and/or appears to be insolvent otherwise;

c) the other Party ceases the business operations;

d) the other party is dissolved, or an incident has occurred that will have the result of dissolution;

e) in spite of notice of default the Provider remains in default during at least 8 days of the fulfilment of the Provider's obligations ensuing from the General Purchase Terms and Conditions, the Agreement, the appendices or related documents.

9.6. Termination of the Agreement by means of reliance by the Principal on the grounds as referred to in the subclauses above will not result in any liability for compensation on the part of the Principal towards the Provider. In the cases of article 9 subclause 4 under c, article 9 subclause 5 under a up to and including d, any reliance on termination of the Agreement by the Provider will not result in the Provider being liable for compensation towards the Principal, unless the Customer can hold the Principal liable for this on the basis of the deployment agreement, in which case the Provider is that towards the Principal.

Article 10. Non-solicitation clause:

10.1. The Provider, the enterprises affiliated with the Provider, the employees of the aforesaid parties and the Assignment Implementer involved in the execution, are not permitted during the term of the Agreement and within twelve (12) months after the termination thereof, without permission in writing from the Principal, to directly or indirectly, provide services to and/or to execute work for the (End) Customer and the enterprises affiliated with the (End) Customer, unless mandatory law dictates otherwise.

10.2. The Provider guarantees towards the Principal the fulfilment of the obligations under this article by the Assignment Implementer and/or the supplier of the Provider, and indemnifies the Principal against claims of the (End) Customer or third parties concerning this.

10.3. If the Provider and/or the Assignment Implementer act in conflict with this article, the Provider will owe a financial penalty as included in the penalty clause in article 15 of these General Purchasing Terms and Conditions, without prejudice to the right of the Principal to claim compensation in full.

10.4 This provision can be derogated from in the Agreement between the Principal and the Provider or the non-solicitation clause can be limited or excluded if that has also been agreed in the contractual relationship between the Customer and the Principal.

Article 11. Confidentiality, privacy, data processing and protection:

11.1. Parties undertake to maintain strict confidentiality towards third parties with regard to everything that comes to their knowledge during the term of and in the context of the Agreement concerning the other Party, Customers, business contacts of Customers and the Executive Party/Parties and regarding which they know or could reasonably have suspected that disclosure is or can be damaging to one of the parties involved and/or in conflict with privacy legislation or which relates to information as a result of which third parties could obtain an improper advantage in a subsequent Application by the Customer for the external execution of work.

The Party receiving this confidential data, will only use this data for the objective for which the data was provided, and will impose the same confidentiality on the employees or engaged third parties who (can) acquire knowledge of this personal data or business contacts' data during the execution of their work.

11.2. The Provider will oblige the Executive Party to maintain confidentiality with regard to everything that comes to the Executive Party's knowledge or that the Executive Party becomes aware of during the execution of the work, and will ensure upon the request from the Principal and/or Customer that the Executive Party will sign a declaration of confidentiality drawn up by the Customer.

11.3. The confidentiality under the subclauses above of this article does not apply to data that is in the public domain or information that can be requested upon the request from the competent authorities.

11.4. Parties will ensure suitable technical and organisational security measures for the protection of the personal data, provided or received related to the execution of the work, against loss, destruction of any form of unlawful processing. In the event of (a suspicion of) loss of personal data or damage to be expected, Parties will observe the General Data Protection Regulation ("GDPR") and inform the other Party and, if required, the Customer within the period set out by the legislature.

11.5. If the Principal/Customer deems this important, the Provider will upon their request promptly inform them in writing of the manner in which the Provider's obligations on the basis of the applicable privacy legislation are fulfilled. With regard to the privacy policy the Principal has drawn up a privacy statement, which is available on its website: <https://www.circle8.nl/privacy-policy>.

11.6. Parties indemnify each other against claim by persons whose personal data has been registered or processed in the context of a registration of personal data, which is kept by the other Party, or for which the other Party is responsible by law or otherwise, unless the latter Party proves that the facts that form the basis of the claim must be exclusively attributed to the other Party.

11.7. If the Provider, the supplier of the Provider, and/or the Assignment Implementer acts in conflict with this article, the Provider will owe a financial penalty as included in the penalty clause in article 15 of these General Purchasing Terms and Conditions, without prejudice to the right of the Principal to claim compensation in full.

Article 12. Recipients' liability or vicarious tax liability:

12.1. For the prevention of potential recipients' liability and/or vicarious tax liability, the Provider guarantees to the Principal:

a) that no claim will be made against the Principal for proceeding with payment to the Tax and Customs Administration for income tax and national insurance contributions and/or

turnover tax, related to the deployment of the Assignment Implementer in the context of an Agreement with the Principal;

b) that the Provider has no payment arrears (or has had payment arrears in the last 3 years) with the Tax and Customs Administration;

c) that the Provider's administrative records are correct and complete, that these are carefully updated during the term of the Agreement and - after the end of the Agreement - will be carefully kept in accordance with the applicable statutory regulations.

12.2. Upon the first request from the Principal the Provider will submit documentary evidence to the Principal, from which the accuracy and completeness of the guarantees represented in the previous subclause will be evident.

12.3. If the (End) Customer wishes this, the Provider will hand over to the Principal upon the first request from the Principal, a recent original copy of a clean Payment History Report originating from the Tax and Customs Administration.

12.4. On the basis of the SNA (Labour Standards Foundation) quality mark provided to the Principal, a Provider will be obliged to have a G account. The Provider must, prior to the commencement of the work, provide the Principal with a copy of the G account agreement with the Tax and Customs Administration (Copy for the account holder), containing the correct payroll number and turnover tax number. This G account must be agreed and signed by 'The account holder', 'The Collector' and 'The credit institution'.

12.5. The Principal will pay a part of the invoice owed to the Provider exclusively to the Provider's G account for the limitation of the recipients' liability and/or the vicarious tax liability.

The Principal will pay 55% of the invoice amount (including turnover tax) to the Provider's G account for the purpose of turnover tax, national insurance contributions and income tax deducted at source. Only if the Provider demonstrably has NEN 4400-1 or 4400-2 certification and is included in the SNA register (Labour Standards Foundation) will the Principal pay 25% of the invoice amount (including turnover tax) to the Provider's G account. In the event of the withdrawal of a NEN certification of the Provider one will immediately proceed with payment of the 55% earlier referred to of the invoice amount (including turnover tax) to the Provider's G account. If the Provider concerns an employment agency that is listed on the stock exchange and has an exculpation decision from the Tax and Customs Administration, a copy of which is to be submitted to the Principal, the Principal will pay the full invoice amount to the Provider's regular account number.

12.6. If the Provider has no G account for any reason whatsoever, or if the Provider does not (or does not in a timely manner) fulfil the Provider's obligations on the basis of subclause 3 of this article, the Principal will have the right to suspend the payment of the invoice(s) wholly or in part. The Principal will inform the Provider in writing if the Principal will make use of this right of suspension.

12.7. The Provider indemnifies the Principal and the (End) Customer and will compensate them in full for all damage that the Principal suffers or could suffer if one of the guarantees represented in this article appear not to be correct or appear not to be completely correct, or as the case may be a claim is made against the Principal by the Tax and Customs Administration or third parties related to taxes, national insurance contributions and other payments (such as interest and financial penalties). If the Principal has already compensated the damage, the Principal will be entitled to recover the full amount paid from the Provider, inter alia by means of set-off or compensation of outstanding invoices.

12.8. In the event of the bankruptcy of the Provider, following a request for this purpose from the receiver, payment of the invoice(s) will be suspended until a WKA indemnity statement is provided by the Tax and Customs Administration.

Article 13. Intellectual property:

13.1. All intellectual property rights with regard to data and results ensuing from the work of the Assignment Implementer accrue to the (End) Customer. Insofar as for the transfer of such rights a further deed is required, the Provider, and if applicable and/or necessary the Assignment Implementer will sign such a deed upon the first request from the (End) Customer.

13.2. The Provider and/or the Assignment Implementer will provide the (End) Customer for an indefinite period with a non-exclusive licence with regard to (parts of) the software, documentation and other data, which the Assignment Implementer uses during the execution of the work for the (End) Customer, and the intellectual property rights of which are

not vested or will not be vested in the (End) Customer on the basis of subclause 1 of this article. The Provider/Assignment Implementer grant the right to use the licences to the (End) Customer. The (End) Customer will be permitted to use the licences with due regard to the licence terms of the entitled party. In the event that the Provider/Assignment Implementer is not entitled to provide a licence to the (End) Customer as determined above in this article, the Provider/Assignment Implementer will enter into consultation with the Principal and/or (End) Customer prior to the coming into effect of the Agreement, in order to assess whether the inability to provide the licence can result in an unwanted situation for the (End) Customer. If the Provider/Assignment Implementer is not entitled to provide a licence to the Principal as determined in this article, the Principal will be entitled, without further compensation, to decide against concluding an Agreement with the Provider.

13.3. The Provider guarantees that the Assignment Implementer will not infringe the intellectual property rights of the (End) Customer or third parties. The Provider indemnifies the (End) Customer and the Principal against, and compensates the (End) Customer and the Principal for, any claims of third parties concerning (alleged) infringements by the Provider/Assignment Implementer of intellectual property rights of third parties.

13.4. The Provider guarantees towards the Principal that the Provider has made sound arrangements with the Assignment Implementer for the execution of the provisions of this article.

13.5. If the Provider and/or the Assignment Implementer act in conflict with this article, the Provider will owe a financial penalty as included in the penalty clause in article 15 of these General Purchasing Terms and Conditions, without prejudice to the right of the Principal/ (End) Customer to claim compensation in full.

Article 14. Liability:

14.1. Parties undertake the proper fulfilment towards each other of all obligations related to them on the basis of the Agreement, the appendices, the Application and all obligations related thereto also on the basis of these General Purchase Terms and Conditions.

14.2. The Provider will be, with the exclusion of the Principal and Customer, liable for the damage caused by the Executive Party to the Customer or third parties, ensuing from any attributable failure during the execution of the work, including professional damage and direct trading loss, as well as for the damage suffered personally by the Executive Party during the performance of the Agreement, unless mandatory legal provisions determine otherwise.

14.3. If, during the performance of the Agreement, the Provider makes use, with approval from the Customer, of persons other than the Executive Party, the Provider will be liable for their conduct in the same manner.

14.4. In the event of damage resulting from an attributable failure, the Provider will compensate all direct damage, including in any event:

- all reasonable costs incurred for the limitation of the damage;
- the costs incurred for extra deployment of workers due to the breach of contract;
- the costs attached to the purchase of replacement operating resources;
- the reasonable legal fees;
- the costs incurred by the Principal and/or the Customer for the prevention of an attributable failure (breach of contract).

14.5. The Provider must ensure cover of the statutory and contractual liability on the part of the Provider (including professional and business liability) with regard to inter alia the Principal and the Customer by means of concluding and maintaining all relevant and adequate insurances. Upon first request a copy of the insurance policies concerned or a certificate of an ongoing insurance policy must be handed over to the Principal.

14.6. If there is a dispute/argument in the context of the work, the Provider must liaise with the Principal. Making direct contact with the Customer is not permitted without permission in writing from the Principal.

14.7. In the event of damage as determined in this article/or in the event of a dispute between the Executive Party and the Customer, the Provider and the Customer will be entitled to directly settle the dispute with each other without involving the Principal therein or holding the Principal responsible for (a part of) the dispute. The Provider will inform the Principal in a timely manner of the existence of a dispute or the solution thereof.

14.8. In the event of a breach of subclauses 5, 6 or 7 of this article the penalty clause (article 15) will apply, without prejudice to the right of the Principal/Customer to claim compensation in full.

14.9 In the Agreement between the Principal and the Provider this provision can be derogated from or the liability can be limited if that has also been agreed in the contractual relationship between the Customer and the Principal.

Article 15. Penalty clause:

In the event of breach of one or more provisions of article 6 subclause 1 under b, article 6 subclause 9, article 7 subclause 1, article 10 up to and including 13, article 14 subclause 5 up to and including 7 by the Provider, the Provider's suppliers and/or the Executive Party, the Provider will incur an immediately due and payable financial penalty, which is not subject to reduction, of € 25,000 (twenty-five thousand Euro) plus € 500 (five hundred Euro) per day during which the breach continuous or has continued, with a maximum of € 5,000 without the requirement of demonstrating any right to compensation of damage/loss and without prejudice to the right of the Principal and/or the Customer to claim compensation in full.

Article 16. Force majeure:

None of the Parties will be obliged to the fulfilment of any obligation if they are prevented therefrom as a result of force majeure. If the force majeure situation lasts longer than ninety days Parties will have the right to terminate the Agreement by means of termination in writing. That which has already been performed pursuant to the Agreement will be settled pro rata in that case, without Parties owing anything else to each other.

Article 17. Cancelled

Article 18. Amendments and notifications:

18.1. The Principal retains the right to amend these General Purchase Terms and Conditions, or to add thereto, and will be obliged to inform the Provider in writing by email of this amendment or addendum in a timely manner, with a time limit of three months before the date of the coming into effect of the amended General Purchase Terms and Conditions.

18.2. All notification from the Principal, including those concerning, extension, rate change, termination or setting aside of an Agreement, or amendments with regard to these General Purchase Terms and Conditions will take place by email.

Article 19. Concluding provisions:

19.1. The law of the Netherlands applies to these General Purchase Terms and Conditions and the agreements related thereto.

19.2. All disputes ensuing from these General Purchase Terms and Conditions, or ensuing from agreements ensuing therefrom, will be submitted to the court with competent jurisdiction of the Midden-Nederland court, location Utrecht.

19.3. If any provisions of these General Purchase Terms and Conditions are wholly or partly voidable or null and void, the other provisions will remain in full effect. Parties will replace the provision concerned by a provision that has as much as possible the same meaning and effect.

Version December 2022; Filed at the Midden-Nederland court location Utrecht