

General Terms and Conditions for Intermediary Services for Suppliers

HeadFirst Group 1 January 2023

1. Definitions

In these general procurement terms and conditions, the following definitions shall apply:

Request the request published on the Platform by the Intermediary for the performance of Work by a Professional at a Client pursuant to an Assignment to be agreed upon for that purpose.

Professionals & Partners Services services provided by the Intermediary to the Supplier and the Self-Employed Person in return for payment of a fixed fee per hour worked per Professional.

GTC these general terms and conditions for intermediary services.

General Terms and Conditions for Professionals & Partners Services the general terms and conditions applicable to Professionals & Partners Services, which can be consulted and downloaded on the Platform.

Contract Management the Intermediary's intermediary services consist of managing the agreements for the purpose of providing Seconded Employees to perform Work – including file management; time recording and invoicing processes – for Clients and Suppliers with support from the Platform.

DBA Control Measures the measures used by the Intermediary to assess the self-employment status of a Self-Employed Person against the Assessment of Employment Relationships (Deregulation) Act (DBA), consisting of an entrepreneur test, an assignment test and a control measures checklist.

Expertise Requirements the educational level, expertise and experience requirements of the Seconded Employee that must be met, as stipulated in the Assignment.

Seconded Employee the person who is employed by the Supplier under an employment contract pursuant to Article 7:610 et seq. of the Dutch Civil Code, and who is provided by the Supplier to perform tasks under the Client's management and supervision.

Intermediary HFBG Holding B.V. (HeadFirst Group) (a private company with limited liability, Chamber of Commerce number 80349269) and any subsidiary of HeadFirst Group or the company in which HeadFirst Group directly or indirectly holds a majority interest (including in any case Between, Myler, FastFlex, Yellow Friday and EXPR), which performs Contract Management services for Suppliers and its Clients on the basis of one or more Assignments and/or other agreement(s).

Supplier any natural or legal person or partnership that provides Seconded Employees to the Intermediary and with whom the Intermediary agrees or is considering agreeing an Assignment.

Model Agreement a model agreement (intermediation, namely a two-party agreement, concluded between an intermediary (as client) and the self-employed person (as contractor), which aims to exclude direct employment, an agency contract and the agency fiction. The third party (the Client) is not a party to it.) approved by the Dutch Tax and Customs Administration, based on which contracts are entered into with self-employed persons without personnel.

Assignment the contract for services setting forth the assignment for the secondment of a Seconded Employee to perform Work at a Client.

Client the party with whom the Intermediary enters into a contract for services pursuant to which the Intermediary seconded the Supplier's Seconded Employee to perform Work for the Client.

Client Specific Terms and Conditions the terms and conditions applicable to the Assignment for Work with the relevant Client.

Parties the Intermediary and the Supplier.

Platform the digital platform used, among other things, to support the performance of Contract Management. The platform used may vary depending on the Client.

Platform Terms of Use the terms and conditions applicable to the use of the relevant Platform which can be consulted and downloaded when creating an account.

Professional the person provided as a Seconded Employee or Self-Employed Person by the Supplier to perform Work via the Intermediary at Client.

Timesheet the registration and justification, approved by the Client, of the hours worked by the Professional, in digital form or otherwise.

Work the work or services performed by the Professional at the Client and as further described in the Assignment.

Self-Employed Person the person or entrepreneur who performs work as a self-employed person without personnel (zzp'r) – including directors and major shareholders (DGA's) of a private limited company (BV) – and on their own responsibility and authority, who qualifies as an entrepreneur (ondernemer) within the meaning of the Dutch Income Tax Act 2001 and is contracted by the Supplier on the basis of a Model Agreement.

2. Applicability

2.1 These GTC shall apply to any Assignment between the Parties, including any follow-up assignments and extensions.

2.2 The Assignment is subject to the Client Specific Terms and Conditions in addition to these GTC.

2.3 The Supplier shall create an account in the Platform for the purpose of Contract Management. Use of the Platform is subject to the Platform Terms of Use which are accepted by the Supplier upon creation of an account.

2.4 If the Supplier wishes to use the Professionals & Partners Services for an Assignment, the Parties shall explicitly stipulate this in the Assignment. The Professionals & Partners Services are subject to the General Terms and Conditions for Professionals & Partners Services.

2.5 Except as provided in Clauses 6.5 and 6.6 of these GTC, in case of conflict between provisions in different applicable documents, the following order of precedence shall apply:

- I. to the extent applicable, the General Terms and Conditions for Professionals & Partners Services as the highest priority;
- II. the Assignment;
- III. the Client Specific Terms and Conditions;
- IV. these GTC;
- V. the applicable Platform Terms of Use.

2.6 With the exception of Clause 16.2, deviations from these GTC and the other documents named in this clause shall only be legally valid if expressly agreed in writing between the Parties by means of an addendum signed by both Parties.

General Terms and Conditions for Intermediary Services for Suppliers

HeadFirst Group 1 January 2023

2.7 The applicability of the Supplier's general terms and conditions or industry terms and conditions is expressly excluded.

2.8 If any provision of these GTC is null and void or is nullified, the remaining provisions will remain in force to the fullest extent possible and the Parties will enter into consultations in order to agree new provisions to replace the null and void or nullified provisions, whereby the purpose and purport of the original provisions will be adhered to as much as possible.

3. Supplier's Obligations

3.1 The Intermediary may, but is not obliged to publish a Request through the Platform, to which the Supplier may respond by offering a prospective Professional.

3.2 Upon request the Supplier will give the Intermediary and/or the Client the opportunity to assess, by means of one or more preliminary interviews, whether it considers the Professional proposed by the Supplier suitable. Any related costs will be payable by the Supplier.

3.3 An Assignment is only created after the Intermediary has accepted the Professional proposed by the Supplier. Acceptance by the Intermediary shall only take place by (digital) signing of the Assignment by the Intermediary and Supplier.

3.4 Before a Professional starts the Work at the Client, the Supplier is always obliged (i) to establish the identity of the Professional, (ii) to check the Professional's education and work experience (e.g. by having them show diplomas and certificates) and (iii) to ensure that the Professional has the requisite permits and fulfils relevant statutory requirements for performing the Work for the Client. The Supplier shall, to the extent permitted by law, retain a copy of the documents shown and shall produce them upon the Intermediary's first request. The Supplier also agrees in advance to provide the Client with copies of documents provided by the Supplier. The Supplier also warrants that – to the extent required – it has the consent of the Seconded Employees.

3.5 The Supplier will ensure that any Seconded Employee it provides to the Client through the Intermediary:

1. shall at all times before commencement of the Work at the Client present their ID to the Client's responsible official for inspection and thereafter whenever the Client requests;
2. shall cooperate with his/her identification by the Intermediary via CheckedID or another party with which the Intermediary collaborates;
3. shall be fully informed of the Seconded Employee's obligations with respect to the Work under the Assignment.

3.6 If foreign, non-EU employees are provided, the Supplier is obliged to arrange for all necessary work permits and/or a visa for the Seconded Employee and to submit a copy of the same to the Intermediary. The costs of these work permits are payable by the Supplier. The Supplier is furthermore obliged to provide a copy of an A1 declaration if foreign EU employees and employees from treaty countries are provided, where these employees remain insured in their country of origin.

3.7 The Supplier shall – if the Supplier is non-Dutch – with regard to the Seconded Employees it will provide, timely

comply with the 'Posted Workers' notification requirement at www.postedworkers.nl.

3.8 The Supplier warrants that the Seconded Employee meets the Expertise Requirements specified in the Request and also meets requirements to be assumed in accordance with general social practice for the proper performance of the Work.

3.9 The Supplier guarantees with regard to each Assignment that it is sufficiently familiar with and will inform the Seconded Employee(s) about (i) the subject of the Assignment, (ii) the Intermediary's and/or Client's organisation, and (iii) the processes for which the Seconded Employee will be deployed.

3.10 The Supplier warrants that the Seconded Employee (i) shall observe the specific methods and techniques of the Client concerned and (ii) where necessary shall promptly familiarise themselves with these methods and techniques. Any associated costs will be payable by the Supplier, unless the Parties agree otherwise in the Assignment.

3.11 The Seconded Employee will perform the work at the agreed times or within the period or periods specified in the Assignment.

3.12 The Client has the right to impose short-term mandatory leave on the Seconded Employee around public holidays. This will be at the expense and risk of the Supplier.

3.13 The Supplier will promptly provide the Intermediary with all relevant information concerning facts or circumstances that might be important for the Intermediary or Client in relation to the creation and performance of the Assignment, including organisational and personnel developments within its organisation. If the Seconded Employee terminates their contract with the Supplier during the term of the Assignment, the Supplier will report this to the Intermediary immediately and the Supplier will be obliged to provide a suitable replacement as soon as possible.

3.14 The Intermediary may require the Supplier to replace a Seconded Employee with another as soon as possible, if the Client reasonably requires the Intermediary to do so, or if the Intermediary has reasonable doubt about the performance of the Seconded Employee in question.

3.15 If the Seconded Employee is ill and it may be assumed that the illness will last more than ten (10) working days, or if the Seconded Employee is absent due to other circumstances the cause of which is not imputable to the Intermediary or the Client, the Supplier will endeavour upon the Intermediary's request to replace the Seconded Employee at the earliest possible opportunity.

3.16 Replacement of a Seconded Employee based on the provisions in Clause 3.14 and 3.15 is entirely at the Supplier's expense and risk. The rate for a replacement will never be higher than the rate for the Seconded Employee who is being replaced.

3.17 In all instances the Supplier will put forward a replacement who is at least equivalent to the Seconded Employee to be replaced in terms of education, experience and expertise and any replacement will only take place with the written approval of the Intermediary and the Client.

3.18 The Supplier is obliged and hereby represents and warrants that all contract obligations that apply to or are related to the performance of the Work shall be imposed in

General Terms and Conditions for Intermediary Services for Suppliers

HeadFirst Group 1 January 2023

full on all Seconded Employees deployed for the purposes of an Assignment.

3.19 The Intermediary and/or Client may require the Seconded Employee to (i) use their own equipment for the purpose of performing the Work; and/or (ii) perform the Work from their own location. Unless otherwise specified in the Assignment, this shall be at the Supplier's expense and risk.

3.20 The Supplier and/or its Seconded Employee is obliged to familiarise themselves with the Risk Inventory and Evaluation applicable at the Client at the start of the Assignment. The Supplier shall ensure that all related relevant information is provided to the Seconded Employee and shall ensure compliance by the Seconded Employee. In case of questions, problems or ambiguities, the Supplier or its Seconded Employee is obliged to contact the Intermediary.

3.21 The Supplier warrants that (i) only Seconded Employees with whom the Supplier has concluded an employment contract in accordance with Article 7:610 et seq. of the Dutch Civil Code (DCC) are deployed and (ii) the employment contract with those Seconded Employees does not qualify as a payroll agreement within the meaning of Article 7:692 DCC.

3.22 In the event of non-compliance with the preceding provision the Intermediary shall have the right to contract directly with Supplier's supplier, ignoring any provision that would prevent this or that make this subject to a penalty. The Supplier shall in such case indemnify the Intermediary against any claims of the Client in this respect.

3.23 The Supplier may, where appropriate, propose posting a Self-Employed Person to a Client in response to a Request. In that case, the Intermediary will itself contract with the Self-Employed Person on the basis of a Model Agreement and the Intermediary and the Supplier will enter into an additional agreement (fee agreement) providing for the costs of introducing the Self-Employed Person.

3.24 The Supplier warrants that before commencing the Work, the Seconded Employee will familiarise themselves with the code of conduct and/or house rules in effect at the Client.

4. Seconded Employees

4.1 Prior to the commencement of the Assignment, the Supplier shall, at its own expense, provide the Intermediary with the following documents and data concerning the Seconded Employee:

- a. Citizen service number ("BSN"), nationality, name and address, type of ID, number and validity of the ID of the Seconded Employee concerned;
- b. and – if the Seconded Employee in question is not an EU national: a copy of the ID and, where required, of a valid work permit;

And to the extent required in the specific Assignment:

- c. Certificate of Good Conduct ("VOG") of the Seconded Employee (if applicable);
- d. Client's NDA signed by the Seconded Employee;
- e. PES (pre-employment screening) and/or DNO (declaration of no objection) and/or other declaration regarding any other required form of screening, each where applicable.

These documents may not contain any special findings, unless specifically agreed otherwise.

4.2 The Supplier shall provide written proof of registration pursuant to Article 7a of the Dutch Act on Placement of Workers by Intermediaries (Wet Allocatie Arbeidskrachten door Intermediairs, "WAADI") upon the Client's first request and guarantees to remain WAADI registered during the term of the Assignments and that the registration is consistent with the posting of workers by the Supplier, whether or not on a business or occasional basis.

4.3 The Supplier warrants the timely and correct payment of the Seconded Employee's salary as well as payment of all statutory taxes and employer contributions. The Supplier also warrants compliance with the applicable terms and conditions of employment and the collective bargaining agreement.

4.4 The Supplier shall record all terms and conditions of employment for the purpose of performing the Assignment in a manner that is understandable and accessible to the Seconded Employee. If requested, the Supplier shall grant the Intermediary access to such terms and conditions of employment if, in the Intermediary's opinion, this is necessary in order to prevent or handle a claim for wages related to the work performed by the Seconded Employee under an Assignment. The Supplier shall cooperate with all controls, audits or validation of wages paid to the Seconded Employee at the Intermediary's first request.

4.5 If the Supplier is NEN 4400-1 (or NEN 4400-2) certified, the Intermediary will withhold 25% (or 20% in the event of NEN 4400-2) of the invoiced amount, including turnover tax, for the preventive coverage of taxes, social insurance and income-related healthcare insurance contributions from the Supplier's invoices and pay this directly into the Supplier's G account.

4.6 If the Supplier is not NEN 4400-1 (or NEN 4400-2) certified, 55% (or 40% in case of NEN 4400-2) of the invoice amount will be deducted from the invoices and deposited into the Supplier's G account. For this purpose, the Supplier will specify the IBAN number of its G account in its personal account in the Platform.

4.7 The Supplier is obliged to notify the Intermediary in writing if a NEN 4400-1 or NEN 4400-2 certificate is revoked or suspended, or of any intention to do so, within 5 (five) working days of the revocation of the certificate.

4.8 The provisions of paragraphs 5 and 6 of this Clause 4 may only be deviated from with the express written permission of the Intermediary. In that case the Supplier shall provide an auditor's report to the Intermediary on 15 February, 15 May, 15 August and 15 November of each calendar year, certifying that all obligations under or pursuant to the tax and social insurance laws have been met for the preceding quarter. In the absence of the auditor's report, the Intermediary shall be entitled to suspend payment of the Supplier's invoices until such time as the auditor's report is submitted. The cost of preparing and issuing such reports shall be payable by the Supplier. The Intermediary shall be entitled to withdraw consent at any time for its own reasons.

5. Self-Employed Persons

5.1 If and to the extent the Supplier proposes a Self-Employed Person for an Assignment at a Client, the

General Terms and Conditions for Intermediary Services for Suppliers

HeadFirst Group 1 January 2023

Supplier shall satisfy itself that the Self-Employed Person is aware of and – upon creation of an Assignment – will agree to the provisions of this clause.

5.2 The Self-Employed Person is completely independent in the performance of the Work and organises their work independently, at their own discretion and without the supervision or direction of the Client or the Intermediary. However, to the extent necessary for the performance of the Assignment, they will, when there is cooperation with others, coordinate with the Client to ensure that this will run as smoothly as possible. However, the Client may give directions and instructions regarding the result of the Work.

5.3 If necessary for the performance of the Work, the Self-Employed Person will observe the Client's working hours.

5.4 The Supplier shall notify the Intermediary immediately if it has reason to believe or suspect that any form of supervision, direction or control is exercised over a Self-Employed Person by another person (including the Client) during the performance of the Work during the Assignment.

5.5 The Assignment is a contract for services between independent companies and nothing in the Assignment makes the Self-Employed Person an employee, agent or partner of the Intermediary or the Client.

5.6 Neither the Client nor the Intermediary is obliged to offer other assignments to the Self-Employed Person, nor is the Self-Employed Person obliged to accept such assignments if offered.

5.7 The Self-Employed Person is obliged to take out, at their own expense, a business and professional liability insurance in view of possible liability, and maintain this insurance for up to one year after the termination of the last Assignment. The minimum sum insured under the Self-Employed Person's insurance policies (in any event a professional and business liability insurance policy) must be € 500,000 (in words: five hundred thousand euros) per event. The Self-Employed Person shall, at the Intermediary's first request, provide a certificate of insurance as proof of said liability insurance and, if required, also proof of payment of premiums due.

5.8 The Intermediary shall review the following matters prior to the commencement and possibly during the term of the Assignment:

- a. Chamber of Commerce registration
- b. VAT number
- c. Self-Employed Person's insurance
- d. a check on the self-employment status of the Self-Employed Person in accordance with the DBA Act

5.9 the Supplier shall immediately inform the Intermediary in writing as soon as he knows or expects that the work will not be performed or completed on time.

6. Duration, extension and termination of Assignments

6.1 Every Assignment starts on the effective date specified in the Assignment and is entered into for a definite period of time, unless and to the extent otherwise agreed in the Assignment.

6.2 Assignments end by operation of law on the end date stated in the Assignment without any further action by either of the Parties being required.

6.3 If an Assignment is extended, the original rates and other terms and conditions shall apply, unless and to the extent expressly agreed otherwise between the parties.

6.4 Premature termination of the Assignment without giving any reason is permitted provided this is done in writing and subject to a notice period of 5 (five) weeks for the Supplier to the Intermediary and 3 (three) weeks for the Intermediary to the Supplier.

6.5 Furthermore, the Intermediary shall always be entitled – without prejudice to the exclusion of premature termination or interim notice of termination in the Assignment – to terminate all or part of the Assignment with immediate effect and without judicial intervention by written notice, if:

1. the Work to be performed by the Seconded Employee does not meet the agreed standards and expectations, even after notice of default with a reasonable time for rectification of the shortcoming (a maximum of two weeks and to the extent that rectification is still possible);
2. the Supplier, even after notice of default with reasonable time for rectification of the shortcoming, fails to perform or to adequately fulfil its obligations and warranties under the Assignment, including but not limited to the obligations under clauses 3, 4 and 5 of these GTC;
3. the Seconded Employee breaches any obligation from arrangements agreed between the Seconded Employee and the Client separately;
4. the Supplier or the Seconded Employee attempts or has attempted to influence the creation and/or extension of an Assignment by offering or providing, or allowing to be offered or provided, a personal benefit to one or more employees of the Intermediary or the Client or to any other person who has a relationship with the Intermediary or the Client in any way and who was involved in the creation of the Assignment;
5. the Client terminates the contract for services concluded with the Intermediary for the deployment of a Seconded Employee; or
6. there is just cause within the meaning of Article 7:678 of the Dutch Civil Code in the opinion of the Client or the Intermediary;

6.6 Each of the parties – without prejudice to the exclusion of premature termination or interim notice of termination in the Assignment – has the right to terminate an Assignment with immediate effect in the following cases:

- a. default by the other party or by the Self-Employed Person, or a force majeure event that continues for more than fourteen (14) days;
- b. bankruptcy, suspension of payments or debt reorganization on the part of the other party, or a request to that effect made by the other party for itself to the court;
- c. an offer for an out-of-court settlement by the other party;
- d. an irrevocable judgment of a civil or administrative court or an irrevocable order of the Implementing Institution or Tax and Customs Administration ('Uitvoeringsinstelling of Belastingdienst'), pursuant to which the relationship between the Intermediary and a Seconded Employee or between the Client and a

General Terms and Conditions for Intermediary Services for Suppliers

HeadFirst Group 1 January 2023

Seconded Employee is deemed to be an employment contract under civil law, or an equivalent relationship;

6.7 The Supplier warrants that upon termination of the Assignment the Seconded Employee will immediately return to the Client all data, materials, results and other business property of the Client that it has in its possession.

7. Rates, invoicing and payment

7.1 Rates are excluding VAT and cannot be unilaterally increased by the Supplier during the term of the Assignment or in the case of an extension.

7.2 Only a Timesheet approved by the Client is eligible for reimbursement. Invoicing shall take place in accordance with the Client's billing process and is further detailed in the Client Specific Terms and Conditions. The billing process can be unilaterally changed by the Intermediary.

7.3 For work performed outside normal office hours on behalf of the Client, the agreed rate as stated in the Assignment or the Client Specific Terms and Conditions shall apply. This Work will be reimbursed only to the extent that the Client has given prior written consent for it.

7.4 Travel and accommodation expenses and travel time for commuting may not be charged. Other travel expenses may be charged only with the prior written approval of the Client.

7.5 The Intermediary may decide to apply reversed billing on a case-by-case basis; in that case it is not the Supplier but the Intermediary who will draw up the invoice on the basis of the Timesheet. If reversed billing is applied, paragraphs 6, 7 and 8 of this clause shall not apply. However, all payment conditions remain unaffected, with the exception of the condition of providing an invoice.

7.6 The Supplier shall invoice on a monthly basis. Invoices always relate to a single Assignment only. They must specify:

- a. the assignment specification number to which the invoice relates;
- b. the period during which the work was performed;
- c. the names of the Seconded Employees to which the invoice relates;
- d. the number of hours worked and the rate, stating overtime, if worked. All invoices must be accompanied by a Timesheet approved by the Client. Invoices will not be processed if no Timesheet is provided;
- e. and all other legal obligations.

7.7 Unless otherwise agreed in the Assignment, the Intermediary shall in principle pay invoices that meet the conditions set forth in this clause – with due observance of the provisions of Clauses 4.6 to 4.8 of these GTC – 4 (four) days after the Intermediary has received the fee from the Client and with due observance of the statutory payment term. The invoice date is considered to be the date of receipt of the complete and correct invoice; with the day of receipt being the first working day following receipt of the invoice. The Intermediary's records are decisive in this regard.

7.8 If the Intermediary exceeds a payment deadline or fails to pay an invoice due to the suspected inaccuracy of the invoice or defectiveness of the invoiced performance, this does not entitle the Supplier to suspend or terminate its performance. Nor is the Supplier permitted to set off any amounts.

8. Terms of Payment

8.1 The Intermediary does not owe the Supplier any payment for a Seconded Employee for as long as:

- The Intermediary has not yet received a signed Assignment from the Supplier; and/or
- the Supplier fails to comply with the obligations under Clause 3, 4 or 5 of these GTC; and/or
- The Intermediary itself has not yet received payment from its Client for hours worked by the Seconded Employee at the Client; and/or
- The Intermediary has not yet received any invoice(s) with the relevant Timesheet in respect of the hours worked by the Seconded Employee that meet the requirements of these GTC and the Client Specific Terms and Conditions. The Intermediary shall inform the Supplier if an invoice is received that is not compliant.

8.2 In the event of the Supplier's bankruptcy or suspension of payments, the Intermediary shall be entitled to suspend all its payments to the Supplier with immediate effect. The Intermediary may in that event, without being liable for any interest and/or costs in that connection, reserve the full amount it still owes the Supplier until it is determined whether and to what extent the Intermediary or the Client will be held liable by the relevant authorities on the basis of any form of hirer liability. If the Intermediary or Client is actually held liable, it shall be entitled to set off the amount in question and/or in respect of any costs incurred by it for legal assistance or otherwise in full against everything it owes or will owe the Supplier.

8.3 The preceding paragraphs shall not affect the Intermediary's statutory rights of suspension and/or set-off.

8.4 The Supplier shall not be entitled to set off any claims against the Intermediary against any claims the Intermediary has against the Supplier, nor shall the Supplier be entitled to suspend its obligations to the Intermediary on account of outstanding claims against the Intermediary.

8.5 The Intermediary shall be entitled to set off claims based on the provision of Professional & Partner Services or other services purchased by the Supplier from the Intermediary against sums due to the Supplier on account of Assignments.

9. Intellectual and/or industrial property rights

9.1 All intellectual property rights relating to data and results resulting from the Seconded Employees Work shall belong to the Client. To the extent that a deed is required for the assignment of such rights, the Supplier and, if applicable, the Seconded Employee shall sign such deed upon the Client's first request. The Supplier warrants to the Client that it has made conclusive arrangements with the Seconded Employee for the implementation of the provisions of this clause.

9.2 If the Supplier or the Seconded Employee deployed by the Supplier contributes products and/or resources for the performance of the work in respect of which it believes it has intellectual property rights, this must be agreed in writing with the Client prior to the start of the Assignment.

9.3 The Supplier agrees to indemnify the Intermediary and the Client against all third party claims arising from any (alleged) infringement of the rights described in clause 9.1

General Terms and Conditions for Intermediary Services for Suppliers

HeadFirst Group 1 January 2023

and will reimburse all costs and compensate all damage that is or are the direct or indirect result of this (alleged) infringement, including the costs of legal assistance.

10. Confidentiality

10.1 The Parties are obliged to keep confidential any information of a confidential nature, including in any case the (contents of the) Assignment and related information and any information of which the providing party expressly states that it is confidential. This provision continues to apply after termination of the Assignment as well, subject to the applicable statutory guidelines. The Seconded Employee and the Supplier are additionally obliged to sign a non-disclosure agreement without delay, when requested by the Client.

10.2 The Parties shall refrain from making statements to the Client or third parties about matters concerning the other party that they perceive to be negative or statements that may otherwise harm the good name of the other party or the Client, which shall always include such statements made via social media such as Twitter, Facebook or LinkedIn.

10.3 The obligations of confidentiality do not apply if and to the extent that the data is already publicly available.

10.4 The Parties warrant that their employees and/or third parties engaged by them (including Seconded Employees) will comply with these obligations.

11. Liability

11.1 The Supplier shall be liable for attributable shortcoming in the performance of its obligations.

11.2 The Supplier shall indemnify the Intermediary against all claims, of any kind, from the Client, the Seconded Employee, government agencies or other third parties arising from and/or related to the failure to perform – or the failure to do so in a timely manner, in full or correctly – the obligations and warranties under the Assignment and in particular under Clauses 4, 5, 9 and 10 of these GTC, including – but not limited to – fines, additional charges and legal costs.

11.3 The Supplier is obliged to take out and maintain, at their own expense, business and professional liability insurance in respect of possible liability for up to one year after the termination of the last Assignment. The Supplier's insurance policies, including in any case professional and corporate liability insurance, will at least provide cover for up to an amount of € 1,000,000 (one million euros) per event. The Supplier will allow the Intermediary, upon request, to inspect the policy conditions of the liability insurance policies aforementioned and if desired provide proof of payment of the premiums.

11.4 The Supplier's liability for each Assignment is limited to an amount of € 500,000 per event and € 1,000,000 per year.

11.5 The limitation of the Supplier's liability does not apply (a) with respect to the Supplier's indemnifications; (b) if the damage occurred as a result of intentional and/or gross negligence on the part of the Supplier; or (c) if the damage occurred because the Supplier infringed the intellectual property rights of third parties.

11.6 In all cases in which the Client makes items available to the Seconded Employee, the Supplier is liable for all

damage caused to them, including damage caused by fire and theft.

11.7 The Intermediary shall make every effort to perform its obligations under the Assignment and related documents to the best of its knowledge and ability and in accordance with the requirements of good workmanship. To the extent permitted under Dutch law, any liability of the Intermediary is limited to an amount of € 100,000 (in words: one hundred thousand euros) per event, whereas a series of events is considered as one event, and up to an amount of € 500,000 in total.

12. Third-party clause

12.1 The Intermediary stipulates for the benefit of each of its Clients the right to performance of the services by and obligations of the Supplier in relation to the deployment of a Seconded Employee of the Supplier with that Client, subject to the limitations and conditions specified in the Assignment and related documents.

12.2 This third-party clause pursuant to Article 6:253 of the Dutch Civil Code is irrevocable and shall be deemed to have been accepted by the Client if the Intermediary accepts the Seconded Employee proposed by the Supplier in accordance with Clause 3.3 of these GTC.

12.3 Notwithstanding the fact that any term of the Assignment may be or may become enforceable by a person who is not a party to it, the Assignment may be withdrawn, modified, or terminated – subject to the terms and conditions agreed upon for that purpose – without the consent of such third party.

13. Audits

13.1 The Intermediary shall be entitled, if there are justifiable grounds to do so and/or at the request of a Client, to carry out (or have someone carry out) an audit of the Supplier in order to verify whether the Supplier is complying with all its obligations.

13.2 Audits may, in any case, include:

- The processing of personal data, Intermediary and Client data and other confidential information;
- Compliance with its tax obligations referred to in Clauses 4 and 5;
- Meeting wage payment obligations;
- The accuracy of timesheets submitted by the Supplier or the Seconded Employee;
- The performance of other obligations under and arising from the Assignment and/or these GTC.

The Supplier is obliged to fully cooperate in such an audit. Upon the Supplier's request, the persons who are to perform the audit will sign an adequate non-disclosure agreement for the benefit of the Supplier.

13.3 The costs of the audit shall be payable by the Intermediary, unless the audit reveals that the Supplier and/or Seconded Employee have failed to comply with the obligations arising from the Assignment and/or these GTC. In that case, the Supplier shall bear the cost of the audit. The Supplier shall ensure that the measures suggested by the auditor further to the audit are implemented and shall bear the costs involved.

13.4 Moreover, the Intermediary or the Client is at all times authorised, in the interest of safeguarding the integrity of its business operations, to carry out or have a third party carry

General Terms and Conditions for Intermediary Services for Suppliers

HeadFirst Group 1 January 2023

out a security screening/vetting of the Seconded Employee. In principle the Intermediary or the Client will only do this after the Supplier has received prior notice.

14 Penalty provision

14.1 If the Supplier acts in breach of its obligations under Clauses 4 (obligations concerning Seconded Employees), 5 (obligations concerning Self-Employed Persons), 9 (Intellectual Property), 10 (Confidentiality), and 13 (Audits), it shall forfeit to the Intermediary for each violation, without any notice of default being required, an immediately payable fine of € 5,000, regardless of whether the Intermediary has suffered any damage, as well as a fine of € 1,000 for each day that the violation continues, without prejudice to the Intermediary's other rights, including the right to demand compliance with these provisions and the right to claim full compensation instead of the fine. The penalties shall be forfeited to the Intermediary and shall be collected by the Intermediary, whereby the Intermediary shall be entitled to set off the penalties against all that it owes or shall owe the Supplier.

15 Processing of personal data

15.1 A regular exchange of personal data, in particular of candidates and Seconded Employees, takes place as part of the performance of the Services and Assignments. The Supplier and the Intermediary are bound to keep such data confidential in accordance with the General Data Protection Regulation (GDPR) and related laws and regulations. The Supplier and the Intermediary both qualify as independent processors unless the parties expressly agree that one of the parties is a processor on behalf of the other. In that case, the Parties will conclude a data processing agreement.

16. Final Provisions

16.1 The Supplier warrants to comply with the applicable laws and regulations, including but not limited to the laws and regulations relating to privacy, the processing of personal data and the regulations under the Dutch Act on Placement of Workers by Intermediaries (Wet Allocatie Arbeidskrachten door Intermediairs, "WAADI").

16.2 The Intermediary reserves the right to modify these GTC unilaterally. If the Supplier does not object to the applicability of a new version of the GTC in writing within two weeks of receiving it, the new version shall replace the old version. If the objection is made in time in writing, the Assignment will remain in effect unchanged.

16.3 The Supplier will not use, disclose and/or exploit the trade names of the Client or the Intermediary and/or mention in any way the existence of the Assignment in publications and/or advertisements without the Intermediary's prior written permission.

16.4 The Supplier is not permitted to transfer rights and obligations arising from the Assignment to third parties without the Intermediary's prior written permission. This prohibition also has property law effect within the meaning of Article 3:83(2) of the Dutch Civil Code.

16.5 The Supplier is obliged to inform the Intermediary of any significant changes to the structure of its business, including in any case the partial or other transfer of its

business to third parties and changes to the direct or indirect control of the Supplier or its business.

16.6 If the Supplier has a complaint about either the Intermediary or the Client they can contact their contact person at the Intermediary's firm about this. They may also file a complaint through the Intermediary's complaint procedure set up for that purpose

16.7 Provisions which by their nature are intended to continue beyond the end of an Assignment shall thereafter retain their effect.

16.8 These GTC as well as all agreements to which they apply are governed by Dutch law. Disputes arising therefrom shall be settled exclusively by the courts of Amsterdam.

The Dutch version of the GRC is leading.