

General Terms and Conditions for Intermediary Services for Self-Employed Persons 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 Self-Employed Person for a Client pursuant to an Assignment to be agreed upon for that purpose.

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 management by the Intermediary of the agreements for the purpose of posting Self-Employed Persons to perform Work – including file management; time recording and invoicing processes – for Clients and Self-Employed Persons 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 Self-Employed Person that must be met and as stipulated in the Assignment.

Essential Provisions the provisions in these GTC identified as such and based on the agreement reviewed by the Tax and Customs Administration on 20 February 2023 under number 90623.16529.1.0. In case of conflict with other provisions, these provisions always take precedence over the Assignment and the Client Specific Terms and Conditions.

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 Self-Employed Person and its Clients based on one or more Assignments and/or other agreement(s).

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 customer) 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 between Intermediary and the Self-Employed Person setting forth the Work to be performed by the Self-Employed Person for the benefit of a third party, the Client.

Client the party with whom the Intermediary enters into a contract for services pursuant to which the Intermediary posts the Self-Employed Person 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 Self-Employed Person.

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.

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

Timesheet the registration and justification, approved by the Client, of the hours worked by the Self-Employed Person, in digital form or otherwise.

Work the work or services performed by the Self-Employed Person at the Intermediary 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 (DGAs) of a private limited company (BV) – and on their own responsibility and authority, who qualifies as an entrepreneur within the meaning of the Dutch Income Tax Act 2001 and is contracted based on 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 Self-Employed Person 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 Self-Employed Person upon creation of an account.

2.4 If the Self-Employed Person 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 4.5 and 4.6 of these GTC, in case of conflict between provisions in different applicable documents, the following order of precedence shall apply:

- I. the Essential Provisions of these GTC as the highest priority;
- II. to the extent applicable, the General Terms and Conditions for Professionals & Partners Services 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 14.2, 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.

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2.7 The applicability of the Self-Employed Person'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 fully remain in force 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. Obligations of the Self-Employed Person

3.1 The Intermediary may but is not obliged to publish a Request through the Platform, to which the Self-Employed Person may respond with an offer to perform Work.

3.2 The Self-Employed Person will give the Intermediary and/or the Client the opportunity to assess, by means of one or more preliminary interviews, whether it considers the Self-Employed Person to be suitable. Any associated costs will be payable by the Self-Employed Person.

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

3.4 The Self-Employed Person is obliged, at latest before the Work commences, to (i) cooperate with their identification, (ii) show the requested educational credentials and work experience) (iii) ensure that they have the required licenses and (iv) comply with the relevant legal requirements to perform Work for the Client. The Self-Employed Person shall retain a copy of the documents shown and shall produce them upon the Intermediary's first request. The Self-Employed Person also agrees in advance to provide the Client with copies of documents provided by the Self-Employed Person.

3.5 The Self-Employed Person shall:

1. at all times before commencement of the Work present their ID to the Client's responsible official for inspection and thereafter whenever the Client requests;
2. cooperate with his/her identification by the Intermediary via CheckedID or another party with which the Intermediary collaborates;
3. at the Intermediary's first request and in that case no later than before commencement of the Work, submit a Certificate of Good Conduct (VOG), which is no older than six (6) months. The Self-Employed Person is financially responsible for the cost of this Certificate;
4. ensure that they are fully informed of their obligations with respect to the Work under the Assignment.
5. if the Self-Employed person is a non-Dutch resident:
 - (i) and performs a (temporary) assignment in the Netherlands, comply on time with the Posted Workers notification requirement at www.postedworkers.nl;
 - (ii) and – to the extent they are using the 183-day rule (to avoid double taxation) – maintain a complete, accurate and thorough record of the period of residence in the Netherlands, in accordance with relevant tax provisions, and make such records available to the Intermediary at the end of each calendar quarter.

(iii) and a non-EU resident, obliged to take care of all necessary work permits and/or visa and to submit a copy thereof to Intermediary. The costs for these work permits shall be borne by the Self-Employed Person.

(iv) and EU - resident or resident of a treaty country, Self-Employed Person is required to provide a copy of an A1 declaration, if Self-Employed Person remains insured in the country of origin.

3.6 ESSENTIAL PROVISION The Self-Employed Person warrants that, as far as level of education, expertise and experience are concerned, they meet the requirements as set out in the Request and also the requirements to be assumed in accordance with general social practice for the proper performance of the Work, whereby the Self-Employed Person will perform the Work at their own discretion, but in proper consultation with the Client.

3.7 The Self-Employed Person warrants with regard to each Assignment that they are sufficiently familiar with (i) the subject of the Assignment and (ii) the Intermediary's and/or Client's organization.

3.8 ESSENTIAL PROVISION The Client has the right to impose short-term mandatory leave on the Self-Employed Person around public holidays. This will be at the expense and risk of the Self-Employed Person.

3.9 The Self-Employed Person 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 or in relation to their independent status.

3.10 The Intermediary and/or Client may require the Self-Employed Person 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 Self-Employed Person's expense and risk. In case tools of the Client and/or the Intermediary are necessary in the performance of the Assignment, the Intermediary shall charge the Self-Employed Person the related costs.

3.11 The Self-Employed Person is obliged to familiarise themselves with the Risk Inventory and Evaluation applicable at the Client at the start of the Assignment and shall ensure compliance. In case of questions, problems or ambiguities, the Self-Employed Person is obliged to contact the Intermediary.

3.12 The Self-Employed Person warrants that before commencing the Work or at latest directly at the start of the Work, they will familiarise themselves with the code of conduct and/or house rules in effect at the Client

3.13 If the Self-Employed Person is unable to perform the Work for more than two consecutive weeks due to illness or otherwise, the Intermediary shall, at the Client's request, be entitled, and therefore not be obliged, to require the Self-Employed Person to be replaced by an equivalent other self-employed person, which shall be done by the Intermediary or the Self-Employed Person.

3.14 The Self-Employed Person is free to find a replacement to do the Work. The Self-Employed Person shall notify the Intermediary, prior to their being replaced, who will perform the Work on their behalf. The Intermediary

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does not have the right to refuse the replacements other than on the basis of objective qualifications.

3.15 If a replacement is to be provided as referred to in the foregoing provisions, the Self-Employed Person shall inform Intermediary and agree on a new Assignment. The Self-Employed Person realises that in that case of non-timely notification of a replacement, any risks are to be borne by the Self-Employed Person.

3.16 ESSENTIAL PROVISION 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.

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

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

3.19 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. The Self-Employed Person is solely responsible for all liabilities of an employer, including all liabilities arising under any tax laws. The Self-Employed Person warrants that all taxes and sales tax will be paid within the applicable deadlines.

3.20 Neither the Client nor the Intermediary is obliged to offer further assignments to the Self-Employed Person, nor is the Self-Employed Person obliged to accept such assignments if offered. The Self-Employed Person is at no time obliged to make their services available, other than in the context of an accepted Assignment.

3.21 ESSENTIAL PROVISION The Self-Employed Person is contracted by the Intermediary on the basis of a contract for services within the meaning of Article 7:400 of the Dutch Civil Code. The Parties are explicitly not contemplating entering into an employment contract within the meaning of Articles 7:610 et seq. and 7:690 et seq. DCC.

3.22 ESSENTIAL PROVISION The parties expressly emphasize that they wish to avoid the applicability of the notional employment relationship contracted via an intermediary. The Parties are opting where appropriate to disregard the notional employment relationship of home workers or the equivalent, and therefore draw up and sign the Assignment before payment is made.

3.23 ESSENTIAL PROVISION The Intermediary shall review and record the following 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. Intermediary's DBA Control Measures

3.24 ESSENTIAL PROVISION The Self-Employed Person is responsible for the Work to be performed and as such accepts full responsibility for the proper performance of the Work.

3.25 The Self-Employed Person shall immediately inform the Intermediary and Client in writing as soon as he knows or expects that the Work will not be performed or completed on time.

3.26 ESSENTIAL PROVISION The Self-Employed Person is expressly permitted to work for client s other than the Intermediary or the Client during the Assignment and after its completion. This may only be deviated from in the Assignment to the extent that it is related to the Work for the Client and the Self-Employed Person is not unreasonably restricted in acquiring or performing assignments for other clients.

4. Duration, extension and termination of Assignments

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

4.2 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.

4.3 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.

4.4 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 Self-Employed Person to the Intermediary and 3 (three) weeks for the Intermediary to the Self-Employed Person.

4.5 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 Self-Employed Person 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 Self-Employed Person, 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 of these GTC;
3. the Self-Employed Person breaches any obligation from separately agreed arrangements between the Self-Employed Person and the Client;
4. the Self-Employed Person 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

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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 posting of a Self-Employed Person; or

6. in the opinion of the Client or the Intermediary, there is just cause within the meaning of Article 7:678 of the Dutch Civil Code;

4.6 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 events:

a. default by the other party, or a force majeure event that continues for more than fourteen (14) days;

b. bankruptcy, suspension of payments or debt reorganisation 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 the Self-Employed Person or between the Client and the Self-Employed Person is deemed to be an employment contract under civil law, or an equivalent relationship;

4.7 The Self-Employed Person warrants that upon termination of the Assignment they will immediately return to the Client all data, materials, results and other business property of the Client that they have in their possession.

5. Rates, invoicing and payment

5.1 Rates are excluding VAT and cannot be unilaterally increased by the Self-Employed Person during the term of the Assignment or in the case of an extension.

5.2 ESSENTIAL PROVISION 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 described in the Client Specific Terms and Conditions. The billing process can be unilaterally changed by the Intermediary.

5.3 ESSENTIAL PROVISION For work outside normal office hours performed on behalf of the Client, the agreed rate as stated in the Assignment or 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.

5.4 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.

5.5 The Intermediary may decide to apply reversed billing on a case-by-case basis; in that case it is not the Self-Employed Person but the Intermediary who will draw up the invoice based on 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.

5.6 The Self-Employed Person 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 name of the Self-Employed Person 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.

5.7 Unless otherwise agreed in the Assignment, the Intermediary shall in principle pay invoices that meet the conditions set forth in this clause within 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.

5.8 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 Self-Employed Person to suspend or terminate its performance. Nor is the Self-Employed Person permitted to set off any amounts.

6. Terms of Payment

6.1 The Intermediary does not owe any payment to the Self-Employed Person for their efforts for as long as:

- The Intermediary has not yet received a signed Assignment from the Self-Employed Person; and/or
- the Self-Employed Person fails to comply with the obligations under Clause 3 of these GTC; and/or
- The Intermediary itself has not yet received payment from its Client for hours worked by the Self-Employed Person 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 Self-Employed Person's that meet the requirements of these GTC. the Intermediary shall inform the Self-Employed Person if an invoice is received that is not compliant.

6.2 In the event of the Self-Employed Person's bankruptcy or suspension of payments, the Intermediary shall be entitled to suspend all its payments to the Self-Employed Person 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 Self-Employed Person 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 Self-Employed Person.

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

6.4 The Self-Employed Person shall not be entitled to set off any claims against the Intermediary against any claims the Intermediary has against the Self-Employed Person, nor shall the Self-Employed Person be entitled to suspend their obligations to the Intermediary on account of outstanding claims against the Intermediary.

6.5 The Intermediary shall be entitled to set off claims based on the provision of Professional & Partner Services or other services purchased by the Self-Employed Person from the Intermediary against sums due to the Self-Employed Person on account of the Assignment.

7. Intellectual and/or industrial property rights

7.1 All intellectual property rights relating to data and results resulting from the Self-Employed Person's Work shall belong to the Client. Where a deed is required for the transfer of such rights, the Self-Employed Person shall sign such deed upon the Client's first request.

7.2 If the Self-Employed Person 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.

7.3 The Self-Employed Person agrees to indemnify the Intermediary and the Client against all third party claims arising from any (alleged) infringement of the rights described in Clause 7.1 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.

8. Confidentiality

8.1 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 Self-Employed Person is additionally obliged to promptly sign a non-disclosure agreement, when requested by Client.

8.2 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.

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

8.4 The Parties warrant that third parties engaged by them will comply with these obligations.

9. Liability

9.1 If the Self-Employed Person, in the Client's opinion, performs the Work in a manner that may be considered as faulty workmanship (due to incompetence, lack of craftsmanship and/or carelessness on the part of the Self-Employed Person) and/or if the result does not correspond to the expectations expressed in the Assignment, the Client

may, notwithstanding that any hours worked have been approved, demand that the Work be performed again or rectified as soon as possible and at the Self-Employed Person's own expense, so that, in the Client's opinion, the Work is no longer faulty and/or unsatisfactory. If, in the Client's opinion, it is not possible to perform the Work again or to rectify it, the Intermediary shall have the option, at the Client's request, to:

- a) immediately terminate the Assignment and have the Work performed by a third party at the expense of the Self-Employed Person
- b) immediately terminate the Assignment and demand substitute damages from the Self-Employed Person.

9.2 ESSENTIAL PROVISION The Self-Employed Person is liable for any attributable shortcoming in the performance of the Assignment.

9.3 ESSENTIAL PROVISION The Self-Employed Person shall indemnify the Intermediary against all claims, of any kind, from the Client, 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 3, 7 and 8 of these GTC, including – but not limited to – fines, additional charges and legal costs.

9.4 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.

9.5 The Self-Employed Person's liability per Assignment is limited to an amount of € 500,000 per event and €1,000,000 per year or part of a year that the Assignment is in effect.

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

9.7 In all cases in which the Client makes items available to the Self-Employed Person, the Self-Employed Person is liable for all damage caused to them, including damage caused by fire and theft.

9.8 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.

10. Third-party clause

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10.1 The Intermediary stipulates for the benefit of each of its Clients the right to performance of the services and obligations of the Self-Employed Person in relation to the Assignment at the Client, subject to the limitations and conditions specified in the Assignment and related documents.

10.2 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 Self-Employed Person in accordance with Clause 3.3 of these GTC.

10.3 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.

11. Audits

11.1 The Intermediary shall be entitled, if there are justifiable grounds for this and/or at the request of a Client, to carry out (or have someone carry out) an audit of the Self-Employed Person in order to check whether the Self-Employed Person is complying with all obligations.

11.2 Audits may, in any case, include:

- a) The processing of personal data, Intermediary and Client data and other confidential information;
- b) Compliance with the tax obligations referred to in Clause 3;
- (c) The accuracy of timesheets submitted by the Self-Employed Person;
- d) The performance of other obligations under and arising from the Assignment and/or these GTC.

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

11.3 The costs of the audit shall be payable by the Intermediary, unless the audit reveals that the Self-Employed Person has failed to comply with the obligations arising from the Assignment and/or these GTC. In that case, the Self-Employed Person shall bear the cost of the audit. The Self-Employed Person shall ensure that the measures suggested by the auditor further to the audit are implemented and shall bear the costs involved.

11.4 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 out a security screening/vetting of the Self-Employed Person. In principle the Intermediary or the Client will only do this after the Self-Employed Person has received prior notice.

12. Penalty provision

12.1 If the Self-Employed Person acts in breach of its obligations under Clauses 3 (obligations concerning Self-Employed Persons), 7 (Intellectual Property), 9 (Confidentiality), and 11 (Audits), they 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 Self-Employed Person.

13. Processing of personal data

13.1 A regular exchange of personal data, in particular of the Self-Employed Person, takes place as part of the performance of the Services and Assignments. The Self-Employed Person 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.

14. Final Provisions

14.1 The Self-Employed Person warrants that they shall comply with all 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").

14.2 The Intermediary reserves the right to modify these GTC unilaterally. If the Self-Employed Person 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.

14.3 The Self-Employed Person 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.

14.4 The Self-Employed Person 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.

14.5 The Self-Employed Person is obliged to inform the Intermediary of any significant changes to the structure of their business, including in any case the full or partial transfer of their business to third parties.

14.6 If the Self-Employed Person 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.

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

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HeadFirst Group 1 January 2023**

14.8 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 GTC is leading.